CITY OF SPRINGDALE
City Council Committee Agenda
Monday, October 19th, 2026
City Council Chambers (2nd Floor)
201 Spring Street, Springdale, AR 72764
Meetings begin at 5:30p.m.

1. Springdale Water Utilities Update. Presented by Heath Ward, Director at Springdale Water Utilities

Committee of the Whole

2. ***An Ordinance*** ordering the razing (demolition) and removal of a certain residential structure within the City of Springdale, Arkansas, located at 5382 Elm Springs Road to declare an emergency and for other purposes. Presented by Garrett Harlan, City Attorney. Pgs. 1-39

Finance Committee by Chairman Jeff Watson

3. ***A Resolution*** authorizing the expenditure of funds to acquire property from Farrell Sexton Enterprises, Inc for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6. Presented by Garrett Harlan, City Attorney. Pgs. 40-62

4. ***A Resolution*** authorizing the settlement of Martinez v. Jacobs and amending the 2026 Administration Budget. Presented by Garrett Harlan, City Attorney. Pgs. 63-64

5. ***A Resolution*** authorizing the execution of a construction management agreement with CDI Contractors, LLC, for the interior renovation of the historic Beely-Johnson American Legion Post 139; and for other purposes. Presented by Colby Fulfer, Chief of Staff. Pgs. 65-103

6. ***A Resolution*** amending the 2026 budget of the city of Springdale, Arkansas, to provide additional funding for Fire Department overtime expenditures. Presented by Blake Holte, Fire Chief. Pgs. 104-105

7. ***A Resolution*** authorizing the City Clerk's office to establish and maintain a separate bank account for payroll transactions. Presented by Sabra Jeffus, City Clerk. Pgs. 106-107

8. ***A Resolution*** authorizing the purchase of Getac mobile data terminals and related equipment for the Springdale Police Department. Presented by Mark Gutte, IT Director. Pgs. 108-112

Ordinance Committee by Chairman Mike Lawson

9. ***An Ordinance*** amending Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas; creating Article VI governing the operation of golf carts on city streets; and for other purposes. Presented by Paxton Roberts, Downtown Springdale Alliance Executive Director, and Sharon Tromburg, Planning Director. Pgs. 113-117

Parks & Recreation Committee by Chairman Randall Harriman

10. ***A Resolution*** authorizing the City of Springdale to enter into an agreement with Thomas Fence for the purchase and installation of new fencing at Bobby Hopper Park; and for other purposes. Presented by Chad Wolf, Director of Parks and Recreation. Pgs. 118-124

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN RESIDENTIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 5382 ELM SPRINGS ROAD TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, Trecia A. Hatfield, is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

> A part of the NW/4 of the NW/4 of Section 33, Township 18 North, Range 30 West more particularly described as beginning at a point 660 feet East of the Southwest corner of the aforesaid 40 acre tract; run thence East 165 feet; thence North 660 feet; thence West 165 feet; thence South 660 feet to the point of beginning, containing 2 1/2 acres, more or less.
>
> Washington County Tax Parcel No. 815-29801-065

WHEREAS, the structure on the property is unfit for human habitation, constitutes a fire hazard, otherwise is dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further is unsightly, and is considered an unsafe and unsightly structure in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

WHEREAS, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structure on the property is in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

WHEREAS, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to commence repairs on the property, or to demolish and remove the building from the property;

WHEREAS, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the building, and as such, the matter of removing the building may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

WHEREAS, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structure is to be razed (demolished) and/or removed;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS:

Section 1. That the structure located at 5382 Elm Springs Road, Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

Section 2. That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

Section 3. If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

Section 4. EMERGENCY CLAUSE: The City Council hereby determines that the aforesaid unsafe structure constitutes a continuing detriment to the public safety and welfare and is therefore a nuisance, and determines that unless the provisions of this ordinance are put into effect immediately, the public health, safety and welfare of the citizens of Springdale will be adversely affected. Therefore, an emergency is hereby declared to exist and this ordinance being necessary for the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 27th day of October, 2026.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

_____
Garrett Harlan, CITY ATTORNEY

Garrett Harlan
City Attorney
gharlan@springdalear.gov

David D. Phillips
Deputy City Attorney
dphillips@springdalear.gov

Cameron Baker
Deputy City Attorney
cbaker@springdalear.gov

George McManus
Deputy City Attorney
gmcmanus@springdalear.gov

Giselle Gonzalez
Administrative Assistant
ggonzalez@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Christy Pianalto
Chief Legal Assistant
cpianalto@springdalear.gov

SPRINGDALE™
WE'RE MAKING IT HAPPEN
OFFICE OF CITY ATTORNEY
201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
www.springdalear.gov

September 8, 2026

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL

Trecia A. Hatfield
7563 S. 4950 West
West Jordan, UT 84081

RE: Property located at 5382 Elm Springs Rd, Springdale, Washington County, Arkansas, Tax Parcel No. 815-29801-065

Dear Whom It May Concern:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 5382 Elm Springs Rd. and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you at 5382 Elm Springs Rd, Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Monday, October 19th, 2026, in the Council Chambers located on the second floor of the City Administration Building at 201 Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, October 27th, 2026. This meeting will take place in the Council Chambers on the second floor of the City Administration Building. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale

will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,



Garrett Harlan
City Attorney

Enclosure
GH:gg
cc: Tom Evers Chief Building Inspector
Mike Chamlee Chief Building Official



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Trecia Hatfield
7563 S. 4950 West
West Jordan, UT 84081

9590 9402 9798 5266 6029 05

2. Article Number (transfer from service label)
9589 0710 5270 3758 3487 11

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Dan Mills
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
9-13-24

D. Is delivery address different from item 1?
If YES, enter delivery address below:
☐ Yes
☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☑ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



9589 0710 5270 3758 3487 11

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To
Trecia Hatfield
Street and Apt. No., or PO Box No.
7563 S. 4950 West
City, State, ZIP+4®
West Jordan, UT 84081

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

June 3, 2025

Trecia A. Hatfield
5382 Elm Springs RD.
Springdale, AR. 72764-7864

RE: 5382 Elm Springs RD., Springdale AR.

To Whom It May Concern:
The Code of Ordinances for the City of Springdale provides that:

> buildings or structures which are unsafe, unsanitary or not provided with adequate egress; or which are substandard, constitute a fire hazard or are otherwise dangerous to human life; or which, in relation to existing use, constitute a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment, are severally…., unsafe buildings. All such unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition…

Please be advised that the referenced property has been deemed an "unsafe building." We have posted notice on the property that the property is unsafe and unfit for human habitation. As such, you are required within thirty (30) days of receipt of this letter, to purchase a building permit and to begin repairs/improvements within ten (10) days of that, or to obtain a demolition permit and demolish/remove the unsafe structure within the same time frame.

Should you fail to comply with this notice to repair or remove such unsafe building, we shall ask that this matter be referred to the city council. If the city council deems the structure unsafe and that it is in the best interest of the city to proceed with the removal of the unsafe structure, it will enact an ordinance ordering you to raze and remove the unsafe structure. If you fail to do so, the City is authorized by law to raze and remove the unsafe structure and charge the costs of such removal as a lien in the property.

I wanted to make you aware of the seriousness of this situation. If you should have any questions, please feel free to contact me.

Tom Evers
Chief Building Inspector
Master Code Professional
479-750-8154

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www.SpringdaleAR.gov

June 3, 2025

Trecia A Hatfield
5382 Elm Springs RD
Springdale, AR. 72764-7864

RE: 5382 Elm Springs RD., Springdale, AR.

Dear Trecia A. Hatfield,

The Buildings Department exists to confirm adherence to minimum construction standards, codes, and local ordinances. We also serve the community by responding to complaints from citizens regarding potentially unsafe and unsanitary conditions.

A complaint was submitted to this office regarding "Conditions" at the above referenced address. I received the complaint and responded and noted the following items, some of which are items that are required by Code or by city ordinance to be remediated and some are items which we felt a property owner should be apprised of in order to insure you can safeguard your property from loss. The items are separated below.

Required items:

1. Electric service is active at this time.
2. I have no idea the conditions of the inside electrical of the home.
3. Water service is active at this time.
4. All homes are required to have a working water heater.
5. Water heaters are required to have a drain pan.
6. The drain pan is required to have a 3/4" drain line to the outside.
7. The T&P is to terminate within six inches of the ground.
8. Thermal expansion is required on water heaters.
9. Unsure of the needed repairs of the interior plumbing.
10. Septic system is to be pumped crushed and filled if no longer needed.
11. Any Wells on property are to be remove per Arkansas Well Abandonment rules.
12. Gas service has not been active since 2022.
13. Every home is required to have a working thermostatically controlled source of heat capable of supplying 68-degree heat.
14. Space heaters do not meet the requirements.

Mike Chamlee Chief Building Official
(479) 750.8154 phone | (479) 756.7701 fax | 201 Spring Street | Springdale, Arkansas 72764

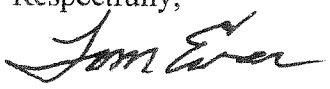
15. If A/C is not provided then all operable windows are required to have screens.
16. Window A/C units are not allowed to block bedroom egress windows.
17. Roof has reached it lifespan and needs to be replaced.
18. Replace all decking as needed.
19. Replace all underlayment.
20. Replace all shingles.
21. Soffit shows evidence of wood rot at the rafters.
22. Rafters will need to be replaced as needed.
23. Gutters are not required however when present they must be in good working order or completely removed.
24. Fascia needs to be repaired in several locations.
25. Soffits need to be repaired in several locations.
26. A proper crawl space access.
27. Cut a completely remove all saplings that are or will impact the structure.
28. Fence rows are to be maintained as to what type of fence or completely removed.
29. Vegetation should be cut out of fence rows.
30. Truck bed should be stored in barn.
31. Truck bed is full of branches.
32. Several trees around the property have damaged tree limbs that need to be removed.
33. Down tree limbs are scattered around the property and need to be removed.
34. Larger barn has door that is falling off.
35. Barn is missing part of its roof.
36. Barn has several areas that need some repairs.
37. Barn is in need of painting.
38. Shed on the east side is falling to the ground and needs to be removed.
39. Shed to the north condition unknown but if house is removed shed will have to be removed.
40. Shed to the west would have to go if house is to be removed.
41. As a rental all rentals need to be listed on the City of Springdale's Landlord registry. You can do so by contacting City Clerk's office at 479-750-8518.
42. All work performed must be permitted and performed by a licensed Electrical, Plumbing and HVAC contractor. (Adding of additional items, or change outs)

Recommendations for your property preservation:

1. All smoke alarms should be replaced every ten years.
2. Remove all junk and trash from the property. (This has been referred to Neighborhood Services and the time frame may be shorter)
3. Cut a maintain the yard. (This has been referred to Neighborhood Services and the time frame may be shorter)
4. Please provide a copy of pest control receipt when all repairs are complete.

We appreciate your assistance with these matters and look forward to hearing from you within 30 days of receipt of this letter. Please feel free to contact this office with any questions you may have.

Respectfully,



Tom Evers
Chief Building Inspector
Master Code Professional
479-750-8154



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- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

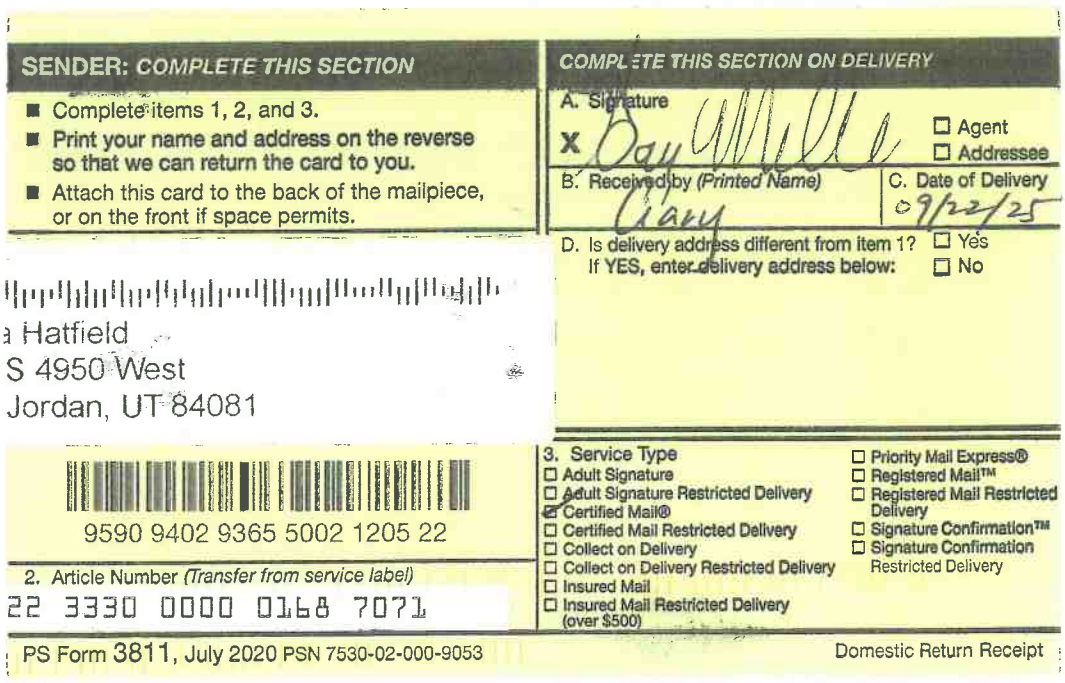
Postage

Postmark Here

0 0000 0168 7071

Trecia Hatfield
7563 S 4950 West
West Jordan, UT 84081

See Reverse for Instructions



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- Print your name and address on the reverse so that we can return the card to you.
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a Hatfield
S 4950 West
Jordan, UT 84081

9590 9402 9365 5002 1205 22

2. Article Number (Transfer from service label)
22 3330 0000 0168 7071

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Gary

☐ Agent
☐ Addressee

B. Received by (Printed Name)
Gary

C. Date of Delivery
9/22/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
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- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

CITY OF SPRINGDALE
BUILDING DEPARTMENT
201 SPRING STREET
SPRINGDALE, AR 72764

CERTIFIED MAIL®

7022 3330 0000 0168 7033

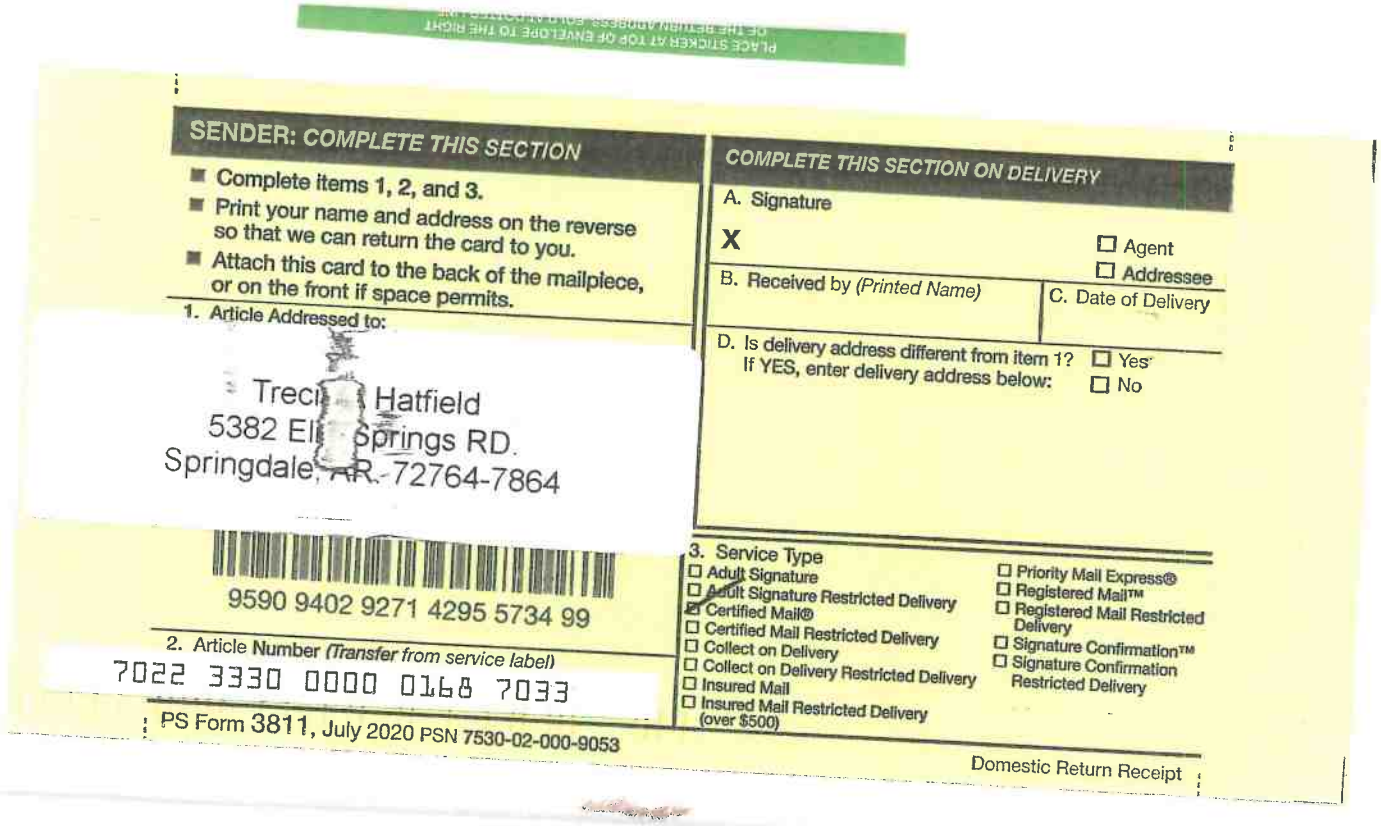
US POSTAGE PITNEY BOWES
ZIP 72701
02 7W
0008037999 JUN 05 2025
$ 009.92⁰

1st NOTICE
2nd NOTICE 6/11/25
RETURNED 6/24/25

Trecia A Hatfield
5382 Elm Springs RD.
Springdale, AR. 72764-7864

UNC

NIXIE 722 DE 1 0006/30/25
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 72764455401 *0657-07938-06-39



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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1. Article Addressed to:

Treci[illegible] Hatfield
5382 El[illegible] Springs RD.
Springdale, AR 72764-7864

9590 9402 9271 4295 5734 99

2. Article Number (Transfer from service label)
7022 3330 0000 0168 7033

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



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Extra Services & Fees (check box, add fee as appropriate)
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- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage

Postmark Here

7022 2410 0000 0168 7033

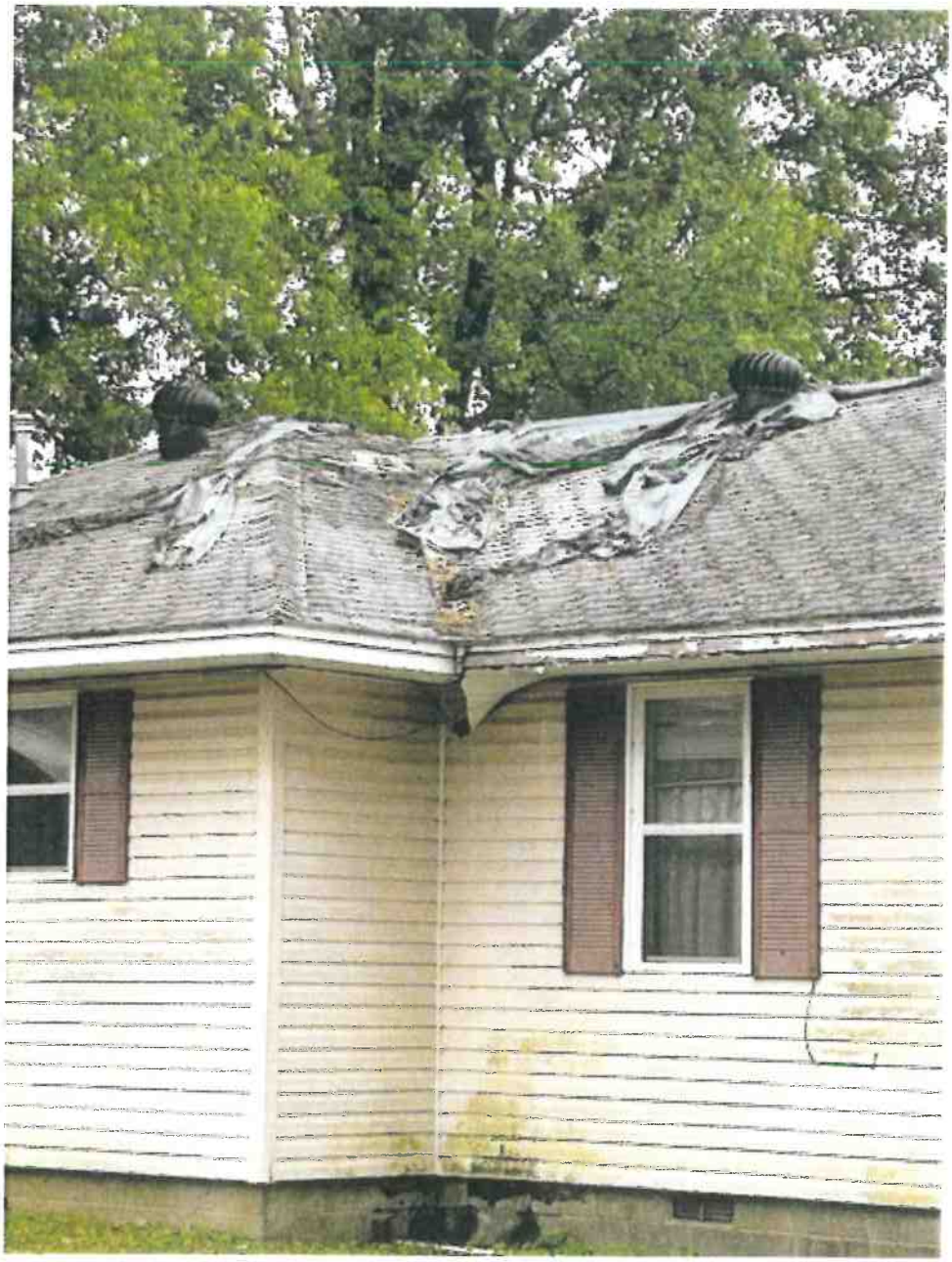
Trecia A Hatfield
5382 Elm Springs RD.
Springdale, AR. 72764-7864



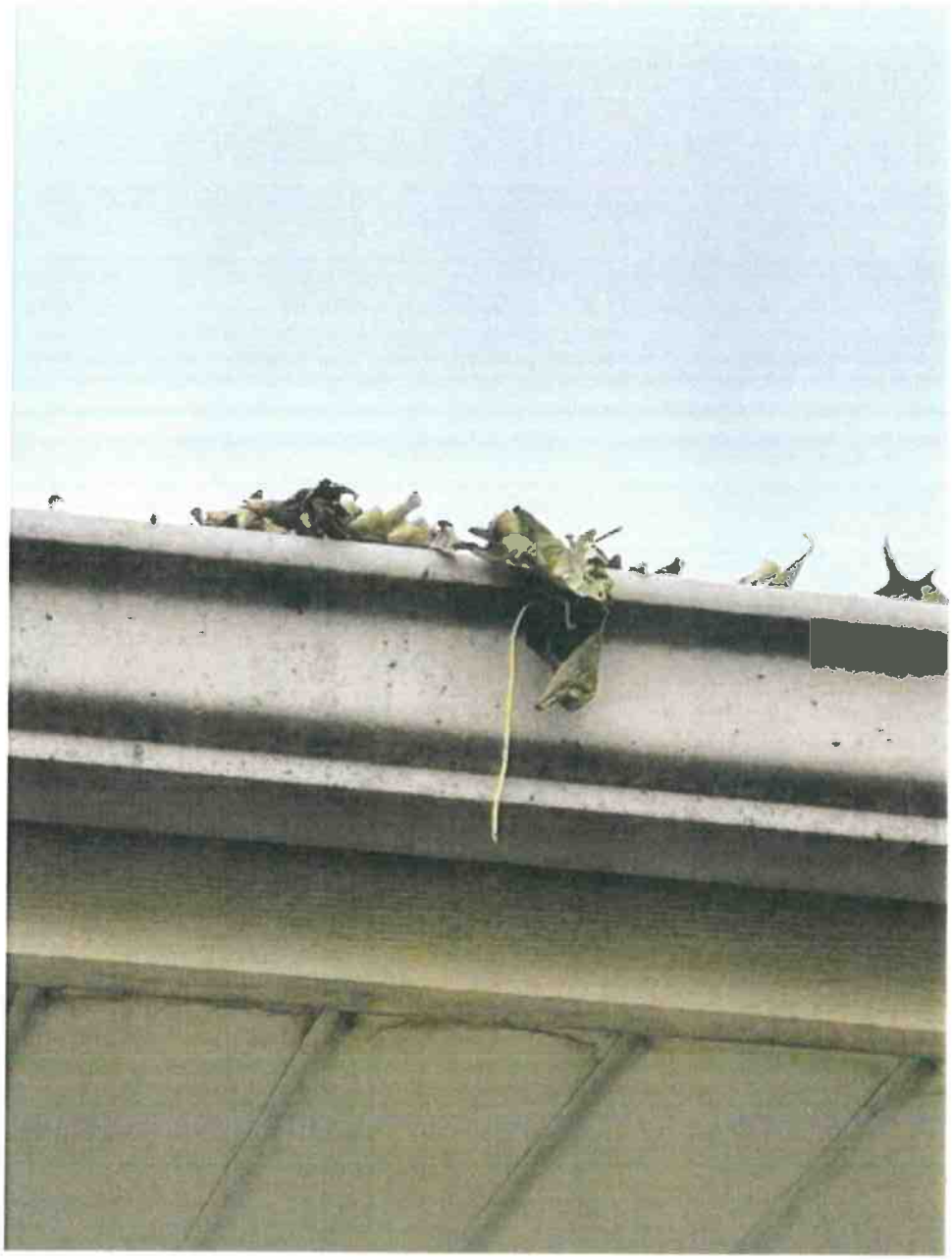
Sent from my iPhone

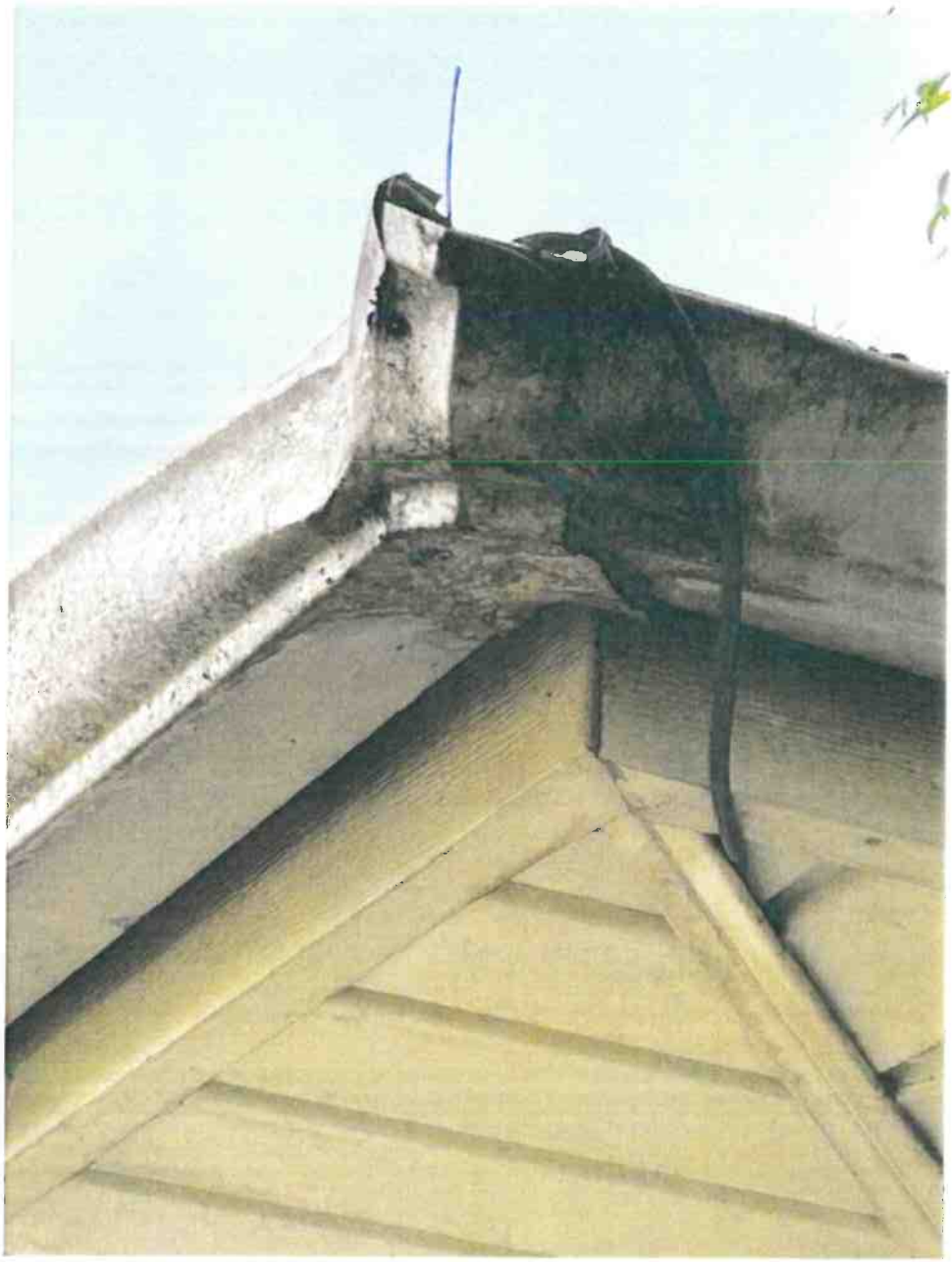



5382





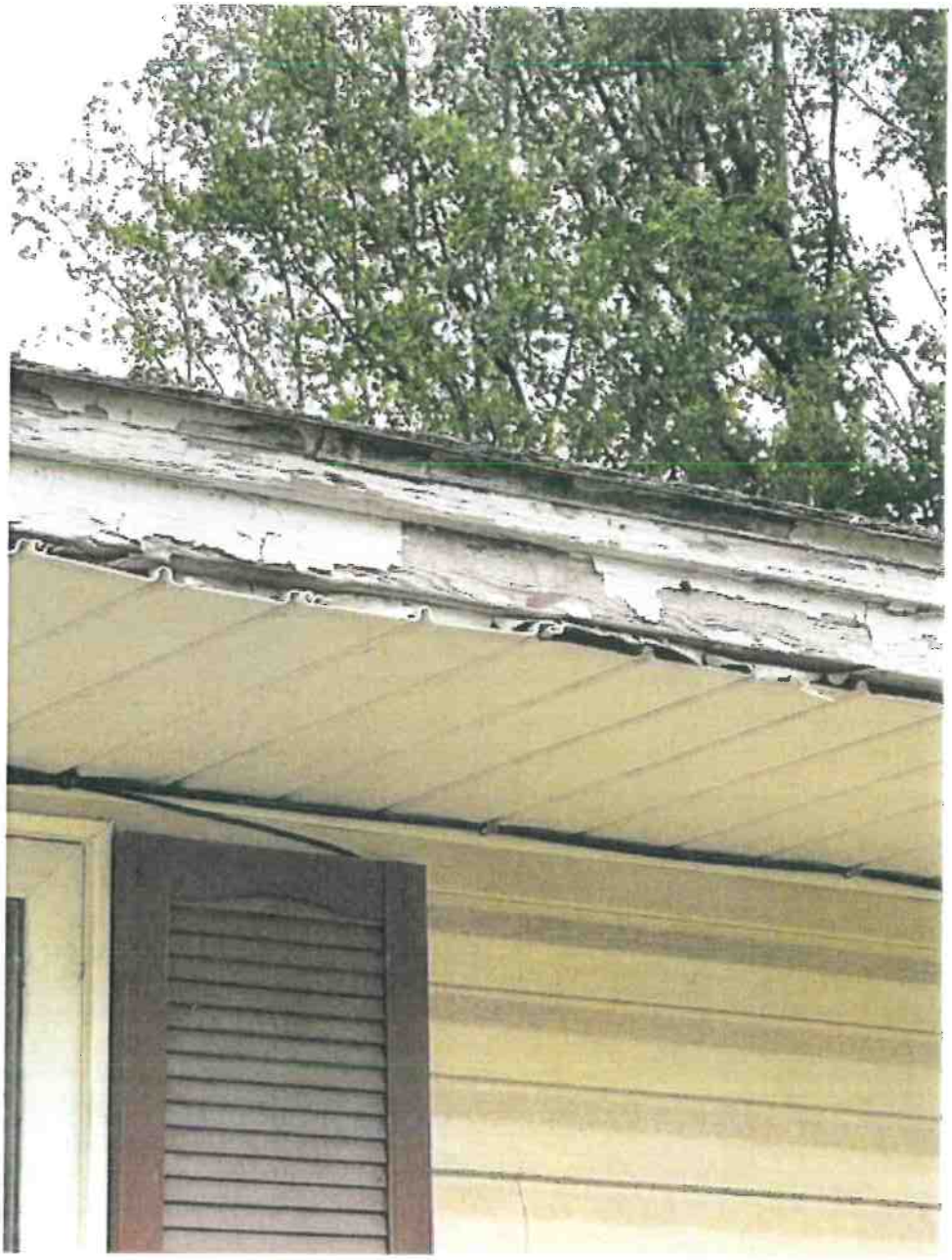






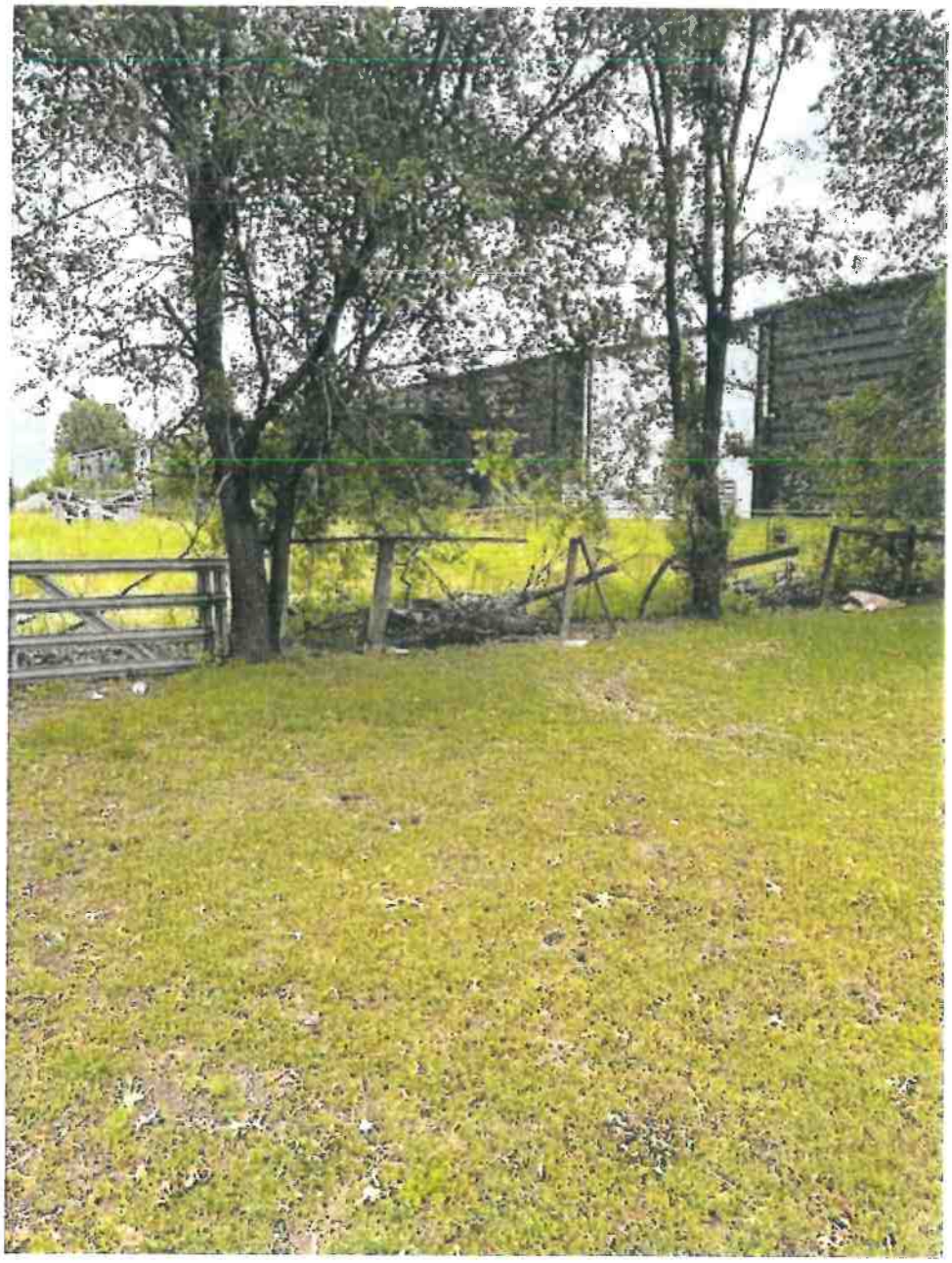














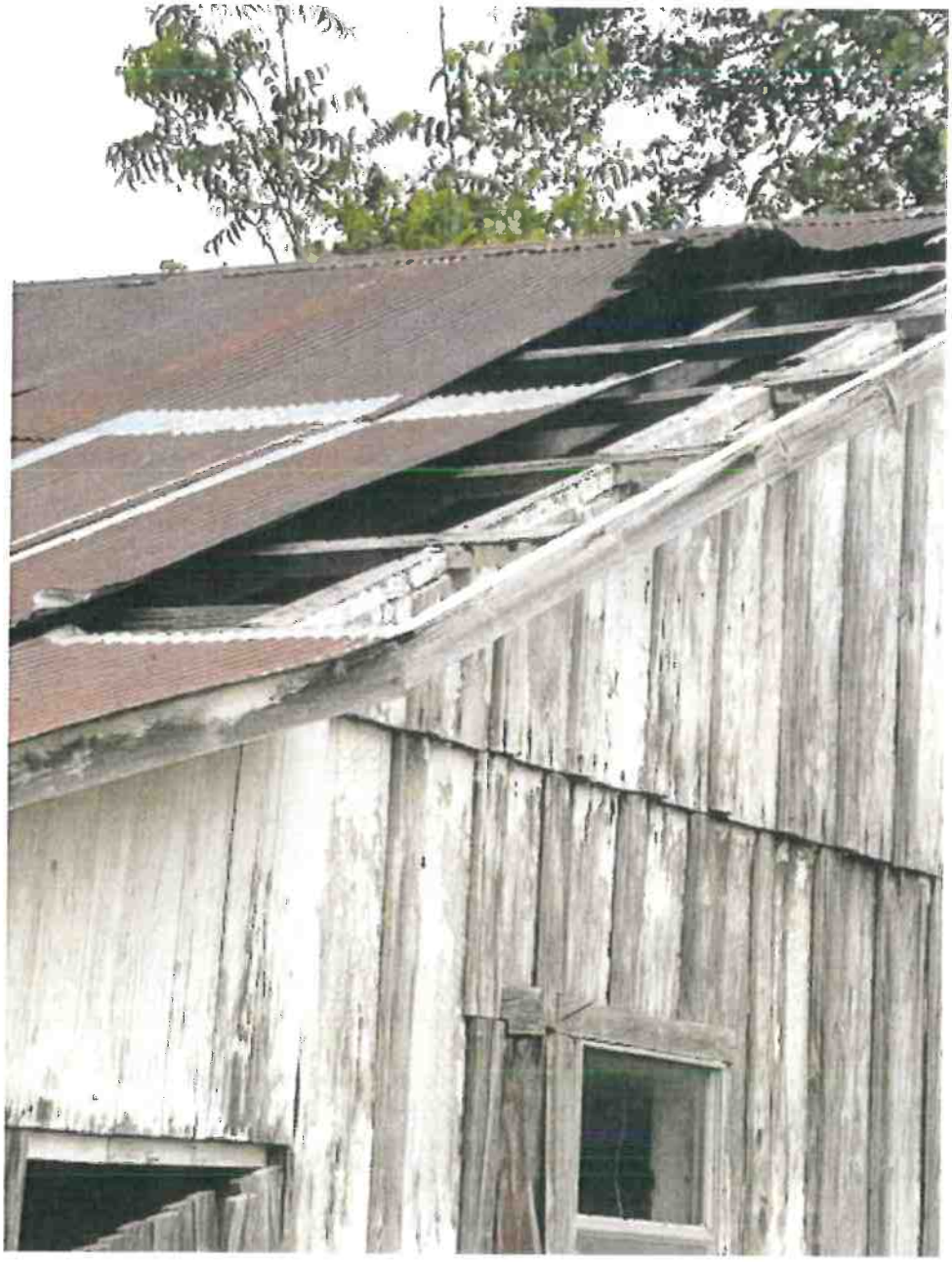


Tom Evers

From: Tom Evers <tevers@springdalear.gov>
Sent: Friday, May 23, 2025 4:48 PM
To: Tom Evers

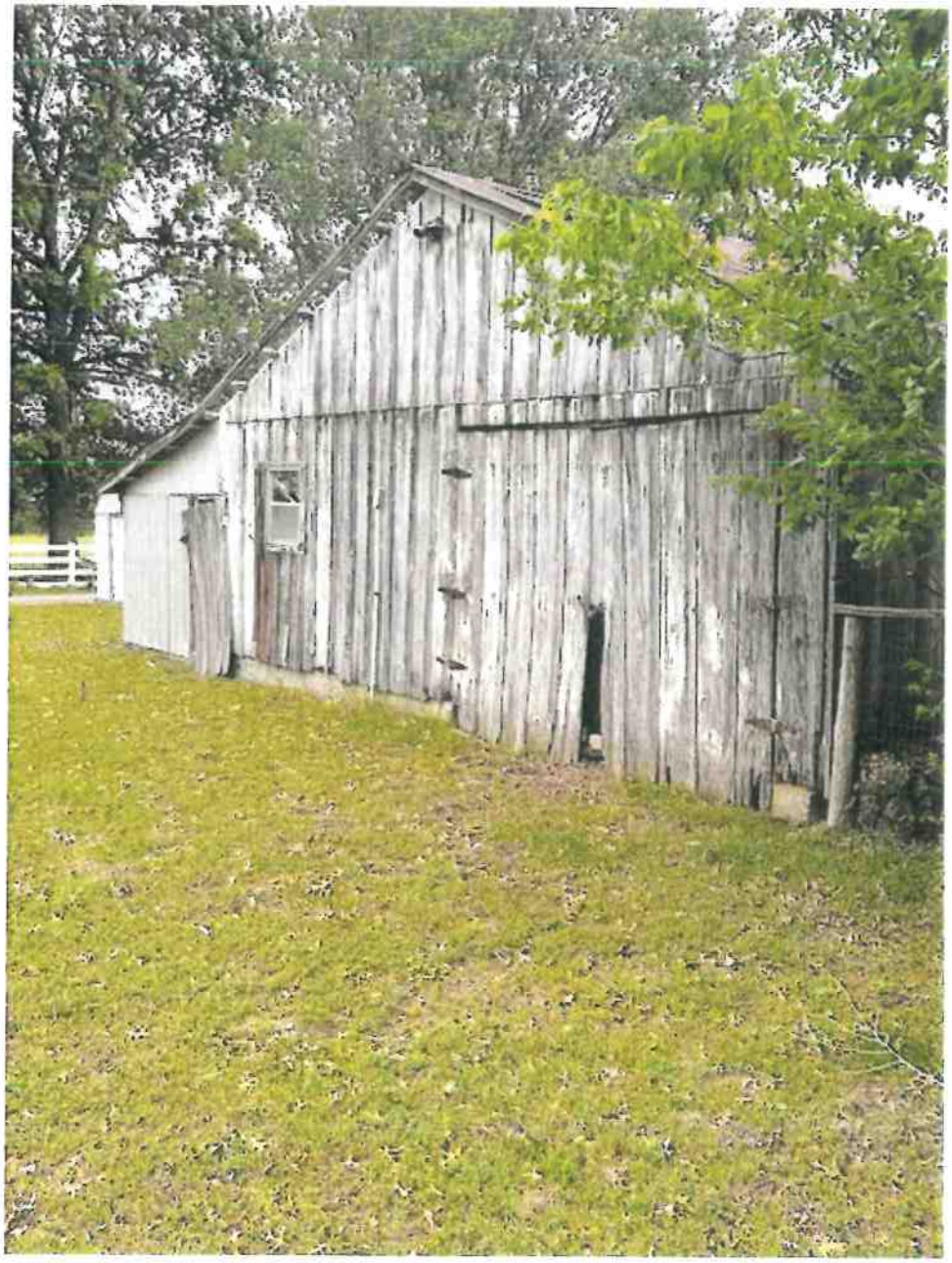




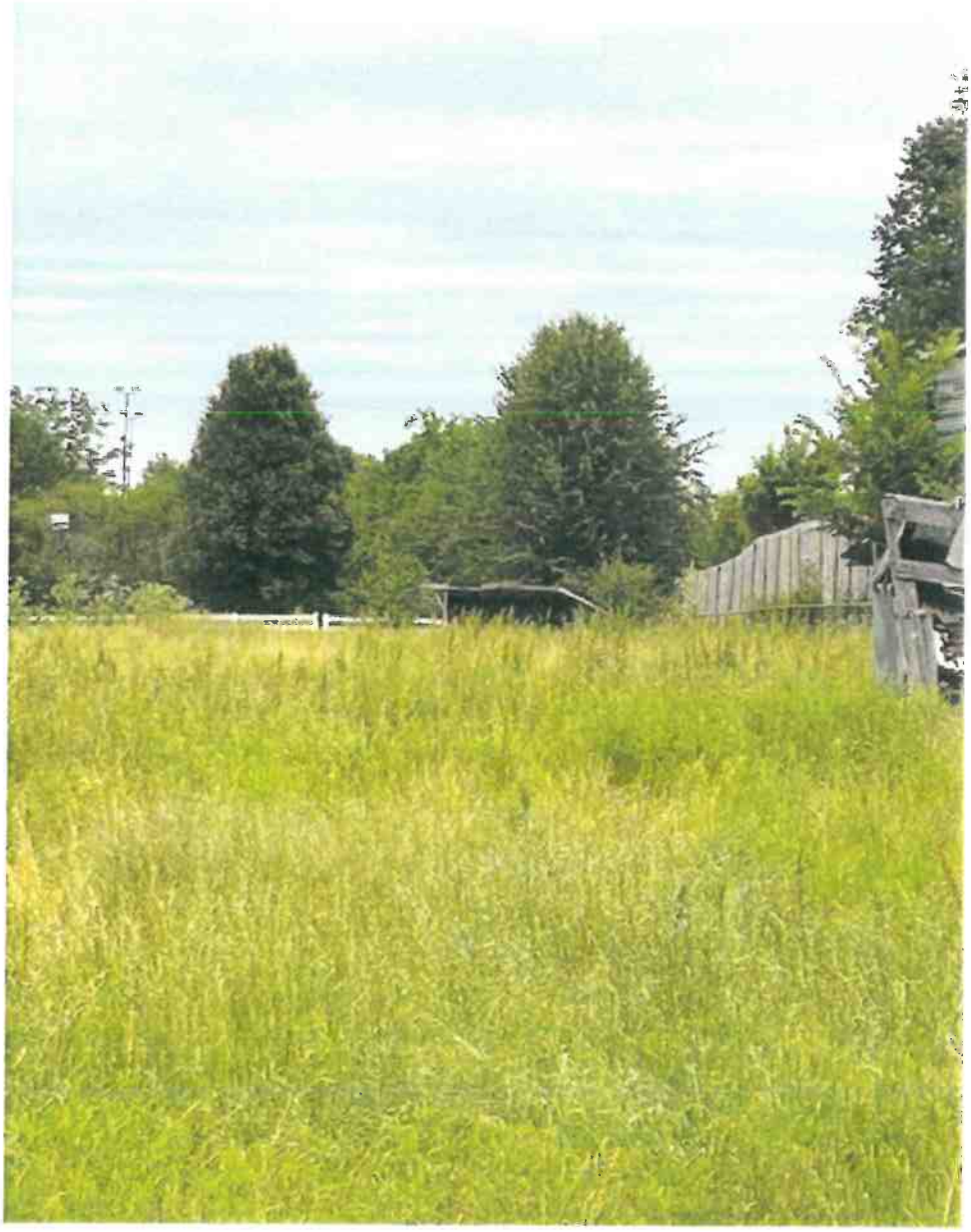


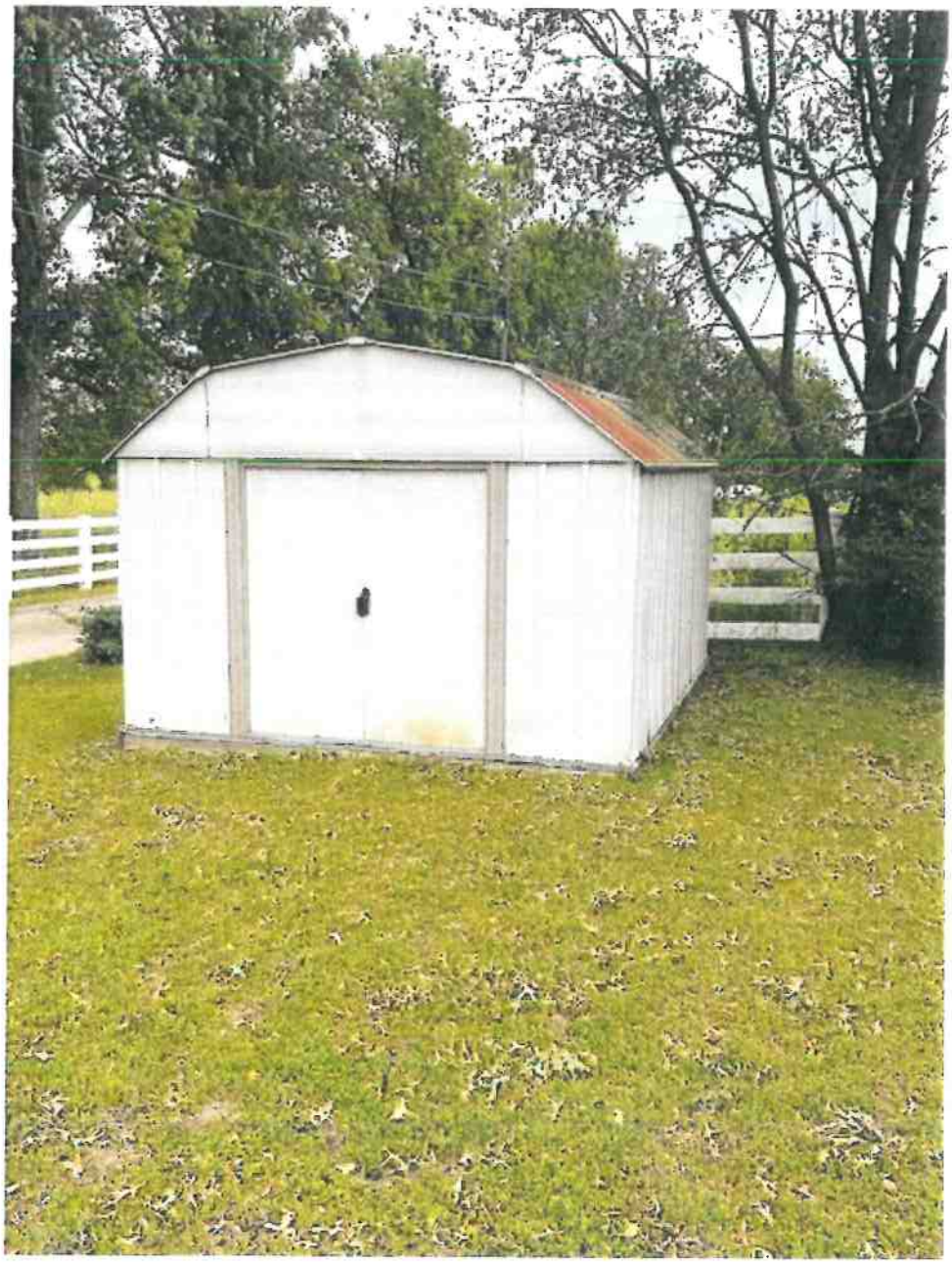













5402
GEELS, STEVE & LINDA REVOCABLE TRUST
1134
WOODLANE CAPITAL LLC
WATSON, DAVID W & DONNA K
GEELS, STEVE & LINDA REVOCABLE TRUST
5324 B
1054
DEAN, LINDA D
HALL FAMILY INVESTMENTS LLC
HALL CROSSING
WAL-MART REAL ESTATE BUSINESS TRUST
HATFIELD, TRECIA A
WILSON, BETTY JOSEPHINE 1014 A
982
GEELS, STEVE & LINDA REVOCABLE TRUST
5564
5516
5588
5382
5324 A
OAK GROVE PROPERTIES LLC
5030
5200
4914
5531
SHAVER, CORINNE LEE
MARTIN, JOHN D & RACHAEL R
5189
NATIONAL RETAIL PROPERTIES LP
5085
5119
ILK INC
ALDI INC
5001
HART, JOSEPH M & CORINNE L JOINT REVOCABLE TRUST
CUSTOM RESTORATIONS LLC
5461
5573
MARTIN, JERRY & BETTY TRUST
SPRING ARK FIVE LLC
825
HAMPTON, KENTREL L
737
797 OAK GROVE LLC
CLARK, JACK R & VANESSA R
ANDERS FAMILY LIMITED PARTNERSHIP
5298
5290 E
5274 C
5254 E
5254 A
5230 B
5212 B
769 A

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM FARRELL SEXTON ENTERPRISES, INC FOR THE SUNSET AVENUE EXTENSION AND POWELL STREET IMPROVEMENT PROJECT, PROJECT NO. 23BPS6.

WHEREAS, the City of Springdale is in need of acquiring lands for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6 (Tract 65), said land being owned by Farrell Sexton Enterprises, Inc. and Arvest bank, also known as Washington County Tax Parcel No. 815-28796-003, located at 572 E. Robinson Avenue, Springdale, Washington County, Arkansas ("the Property"); and

WHEREAS, the City of Springdale filed case No. 72CV-26-1995 to acquire a permanent utility easement across the Property and deposited $144,500.00 into the registry of the court as its estimate of just compensation; and

WHEREAS, Farrell Sexton Enterprises, Inc. contends that construction vehicles have traveled outside the permanent utility easement area and has requested that the City acquire a temporary construction easement for an additional $15,000.00; and

WHEREAS, the City has also agreed to pay Farrell Sexton Enterprises, Inc. $5,124.00 for damage to an irrigation system in lieu of replacing the system; and

WHEREAS, Farrell Sexton Enterprises, Inc. has agreed to settle the entirety of case No. 72CV-26-1995 in full, including any claim for interest or cost, for the total compensation of $164,624.00; and

WHEREAS, Arvest Bank is a separate defendant in the case but has executed a partial release deed, recorded in the Washington County land records as File No. 2026-29143, releasing its lien on the permanent utility easement area across the Property, and therefore has no interest in the compensation awarded in this case;

WHEREAS, The City Council approves an additional payment of $20,124.00 to settle Case No. 72CV-26-1995 in full, finding that the amount is reasonable and justified and will avoid the additional expense and risk of continued eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the Property, including a temporary construction easement, located at 572 E. Robinson Avenue for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6 (Tract 65), said

lands being owned by Farrell Sexton Enterprises, Inc. for the total sum of $164,624.00 to be paid from the 2023 Street Bond.

PASSED AND APPROVED this 27th day of October, 2026.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

_____
Garrett Harlan, CITY ATTORNEY

APPRAISAL REPORT

ON

THE FARRELL SEXTON ENTERPRISES, INC. PROPERTY
(.934± ACRE/40,682± SQUARE FEET);
LOCATED AT 572 E. ROBINSON AVENUE,
SPRINGDALE, ARKANSAS;
WASHINGTON COUNTY

FOR

CITY OF SPRINGDALE
SPRINGDALE, ARKANSAS

BY

REED & ASSOCIATES, INC.
3739 N. STEELE BLVD., SUITE 322
FAYETTEVILLE, ARKANSAS

FILE NO. 6891-65

AS OF

FEBRUARY 11, 2026

Reed & Associates, Inc.

Real Estate Appraisers – Consultants

3739 N. Steele Blvd., Suite 322, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz

Tom Reed, MAI • Katie Hampton • Shannon Mueller, MAI • E. P. Scruggs III
• Blake Hopper • Rob Potts • Ann Julian

March 2, 2026

Ryan Carr | Deputy Director of Engineering
City of Springdale
201 Spring Street, Springdale, AR 72764

RE: The Farrell Sexton Enterprises, Inc. Property; Located at 572 E. Robinson Avenue, Springdale, Arkansas; Washington County

Dear Mr. Carr:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, we hereby certify that we have examined the subject property and made a survey of the matters pertinent to the estimation of its value.

We further certify that we have no interest, present or contemplated, in the property appraised, and our fee was not contingent upon the value estimate reported.

The following real property appraisal report contains data gathered in our investigation, information from our files, and shows the method of appraisal in detail. This report is presented under the Appraisal Report Option.

This report addresses: the market value of the Whole Property prior to the City of Springdale acquiring 5,046± square feet (SF) in permanent utility easement (PUE), as of February 11, 2026; and, the market value of the Remainder Property after the acquisition of 5,046± SF PUE are in place, also as of February 11, 2026.

Based on an analysis of relevant data, and contingent on the Assumptions and Limiting Conditions which follow and appear in the Addenda Section of this report, it is our opinion the market value of the subject property, as of February 11, 2026, was as follows:

Whole Property	=	$ 427,800
Remainder Property	=	$ 283,300
Damage To Market Value	=	$ 144,500

The preceding values reflect terms equivalent to cash to the owners and represent that for real property only.

The following Extraordinary Assumptions are utilized in this report:

1. **Subject land sizes, Whole Property and Remainder Property, are approximately as indicated;**
2. **The area of acquisition is approximately as indicated;**
3. **The City of Springdale, at their expense, will put the land, concrete curbs and concrete paving located within the PUE back to as near original condition as possible;**
4. **Subject and adjacent properties are in compliance with all applicable EPA regulations.**

If any, or all, of these Extraordinary Assumptions prove to be untrue, one or both of the preceding value estimates could be influenced.

The reader is referred to additional Assumption and Limiting Conditions presented in the Addenda Section of this report.

A Hypothetical Condition of this appraisal is that the Sunset Avenue Extension & Powell Street Improvements Project (Holcomb Street to Robinson Avenue) is complete and in place as of the effective date of this report in estimating the market value of the Remainder Property. In reality, the Sunset Avenue Improvements Project is not complete and in place as of February 11, 2026. If this Hypothetical Condition is not considered, the estimated market value of the Remainder Property could be influenced.

Sincerely,

Shannon Reed Mueller, MAI, R/W-AC, CG2302
REED & ASSOCIATES, INC.

Robert M. Potts, CG0823
REED & ASSOCIATES, INC.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	572 E. Robinson Avenue, Springdale, Arkansas
Client:	City of Springdale
Fee Owner:	Farrell Sexton Enterprises, Inc.
Mailing Address:	2884 N. Brookbury Crossing, Fayetteville, AR 72703-4377

Area Of The Whole:	.934± ACS, or 40,682± SF	Permanent Utility Easement:	.116± AC, 5,046± SF
Area Of Remainder:	.934± ACS, or 40,682± SF	Temporary Construction Easement:	0.00± AC, 0± SF
Area Of Acquisition:	0.00± AC, or 0± SF		

HIGHEST AND BEST USE:

Whole Property	As Vacant -Commercial Development
	As Improved – Continued Commercial Use
Remainder Property	As Vacant -Commercial Development
	As Improved – Continued Commercial Use

ACQUISITION COMPENSATION:

Before			
Land: 40,682± SF @ $10.00/SF (Rounded)	$	406,800	
Improvements: Trees, Landscaping	$	21,000	
Total:		$	427,800
After			
Land: 40,682± SF @ $8.7596/SF (Rounded)	$	356,300	
Improvements: (Less Cost To Cure-Lighting Relocation)	$	(73,000)	
Total		$	283,300
FAIR MARKET VALUE OF ACQUISITION		$	144,500
Temporary Construction Easement: NA			0
Total Compensation as of: February 11, 2026		$	144,500

ALLOCATION OF COMPENSATION

Permanent Trail Easement: NA	$	0
Permanent Utility Easement: 5,046± SF @ $10.00	$	50,500
Temporary Construction Easement: NA	$	0
Improvements: Trees, Landscaping	$	21,000
Damages: Not Applicable	$	0
Cost to Cure Items: Lighting Relocation	$	73,000
Total Compensation:	**$**	**144,500**

Shannon Reed Mueller, MAI, R/W-AC, CG2302
REED & ASSOCIATES, INC.

Robert M. Potts, CG0823
REED & ASSOCIATES, INC.

Washington County
Assessor's Office
Washington, Assessor

FARRELL SEXTON ENTERPRISES INC
Property Address: 572 E ROBINSON AVE
Property Description: PT SW SE 0.93 AC
Parcel: 815-28796-003 RPID: 88970 CAMA Acreage: 0.93



Date Created: 11/10/2025
Created By: nelsonchristophd@gmail.com

815-29236-000

1 inch = 83 feet

This map should be used for reference purposes only and should not be considered a legal document. While every effort has been made to ensure the accuracy of this product, the publisher accepts no responsibility for any errors or omissions nor for any loss or damage alleged to be suffered by anyone as a result of the publication of this map and the notations on it, or as a result of the use or misuse of the information provided herein.


BURNETT, TRAVIS N
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S
VLR PROPERTIES LLC
FARRELL SEXTON ENTERPRISES INC
Utility Easement
LANNING FAMILY REVOCABLE TRUST
BOTTLING

TYPE: LAND RECORDS FEE: $95.00 1 OF 2
REC: 09/30/2026 03:50:13 PM | B. REID
KIND: PARTIAL RELEASE
WASHINGTON COUNTY, AR
KYLE SYLVESTER, CIRCUIT CLERK
FILE NO: 2026-29143

Loan Number : **3925555/303 pmm**
Prepared By: Marsha Massey
Arvest Bank
202 S Goad Springs Rd
Lowell, AR 72745-9605

When Recorded Return To:
Arvest Bank
202 S Goad Springs Rd
Lowell, AR 72745-9605

Partial Release Deed

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **ARVEST BANK**, in consideration of the partial payment of all indebtedness mentioned in a certain Mortgage dated **May 21, 2008**, and recorded on **May 29, 2008** as Instrument No. **FILE #2008-00017673** in the Circuit Clerk's Office in and for **Washington** County, Arkansas, said indebtedness originally having been owed by **FARREL SEXTON ENTERPRISES, INC, AN ARKANSAS CORPORATION**, and secured by a lien on the following property located in **Washington County, Arkansas:**

The underlying debt has not been paid in full, and the undersigned reserves the right to collect any balance remaining due on the underlying note through means other than enforcement of a security interest in the subject property.

Legal Description: **A part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section One (1), Township Seventeen (17) North, Range Thirty (30) West, Washington County, Arkansas, being more particularly described as follows, to-wit: COMMENCING at the Southeast corner of said Southwest Quarter (SW¼) of the Southeast Quarter (SE¼); thence N 02°23'21" E along the East line of said Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) a distance of 44.59 feet; thence leaving said East line N 87°29'29" W a distance of 50.81 feet to a point on the North right of way of US Highway 412 being the POINT OF BEGINNING; thence N 87°29'29" W along said North right of way a distance of 22.14 feet; thence leaving said North right of way N 27°33'30" E a distance of 51.07 feet; thence N 03° 05'19" E a distance of 201.35 feet; thence S 87°39'30" E a distance of 20.00 feet to the West right of way of Powell Street; thence S 03°05'19" W along said West right of way a distance of 205.95 feet; thence S 27°29'21" W along said West right of way a distance of 46.04 feet to the POINT OF BEGINNING, containing 5,046 square feet or 0.12 acres more or less, as shown on "Exhibit A".**
said lien on the property above mentioned is hereby released and discharged in full on this day of September 30, 2026 .

Additional References:

Assignment of Leases and Rents dated: **May 21, 2008** recorded on **May 29, 2008** as Instrument No. **FILE#2008-00017674**

Mortgage Extension dated: **February 24, 2014** recorded on **March 06, 2017** as Instrument No. **FILE#2014-00005267**

Modification Agreement or Extension dated: **May 10, 2018**, recorded on **June 11, 2018** as Instrument No. **FILE#2018-00016706**

Modification Agreement or Extension dated: **April 29, 2019**, recorded on **May 07, 2019** as Instrument No. **FILE#2019-00012978**

Modification Agreement or Extension dated: **May 24, 2025**, recorded on **July 29, 2025** as Instrument No. **FILE#2025-00020544**

GIVEN under my hand and seal on the day and year above mentioned.

ARVEST BANK

Tammy Poore
Tammy Poore, **Vice President**

STATE OF **ARKANSAS** COUNTY OF **SEBASTIAN**

On this 30th day of September, 2026 , before the undersigned, a notary public, duly commissioned and acting, appeared in person the within named **Tammy Poore**, **Vice President** of **ARVEST BANK**to me personally known or by satisfactory evidence proven as the grantor in the foregoing release deed and stated that **Tammy Poore** had executed the same for the consideration and purposes therein mentioned and set forth.

NOTARY ELECTRONIC PUBLIC
MICHELE HAMPTON
No. 12721914
SEBASTIAN COUNTY, ARKANSAS
My Commission Expires 2-13-2033

Michele Hampton
Michele Hampton, Notary Public

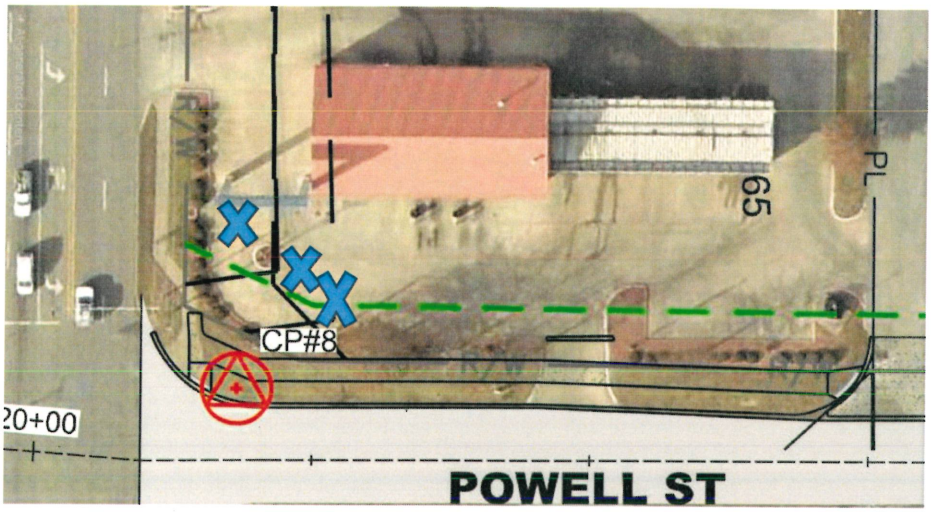
Electronically Notarized in Person via Simplifile
My Commission Expires: **02/13/2033**
Commission #: **12721914**

WASHINGTON COUNTY, AR
I CERTIFY THIS INSTRUMENT WAS FILED ON
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AND RECORDED IN REAL ESTATE
FILE NUMBER 2026-29143
KYLE SYLVESTER, CIRCUIT CLERK

PHOTOGRAPHS

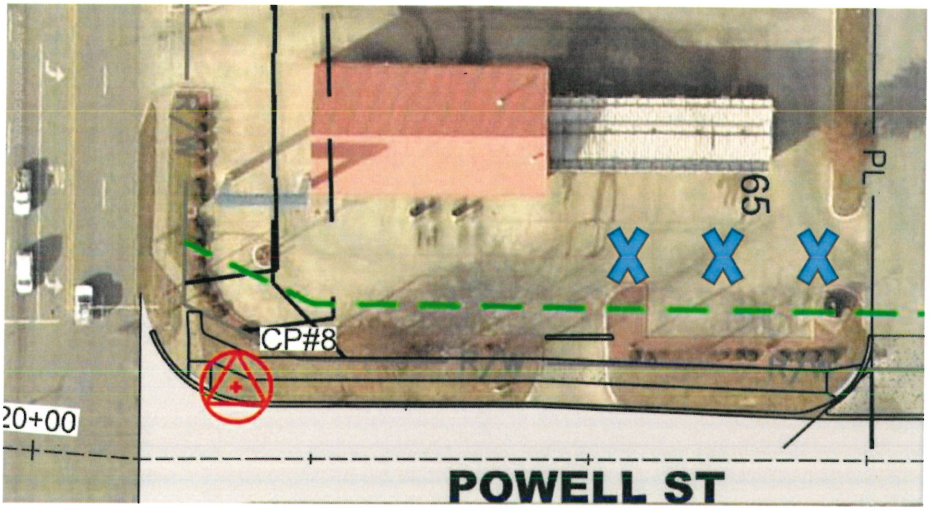
PROVIDED BY FARRELL

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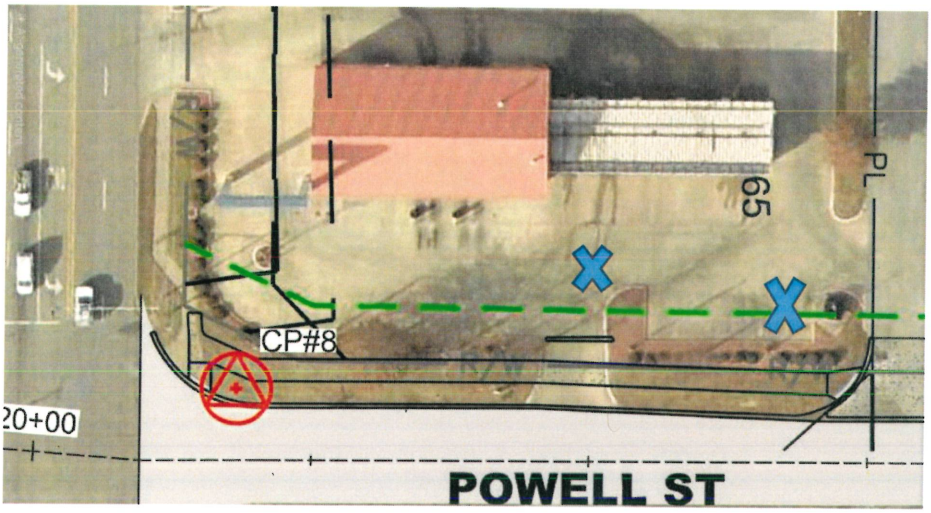

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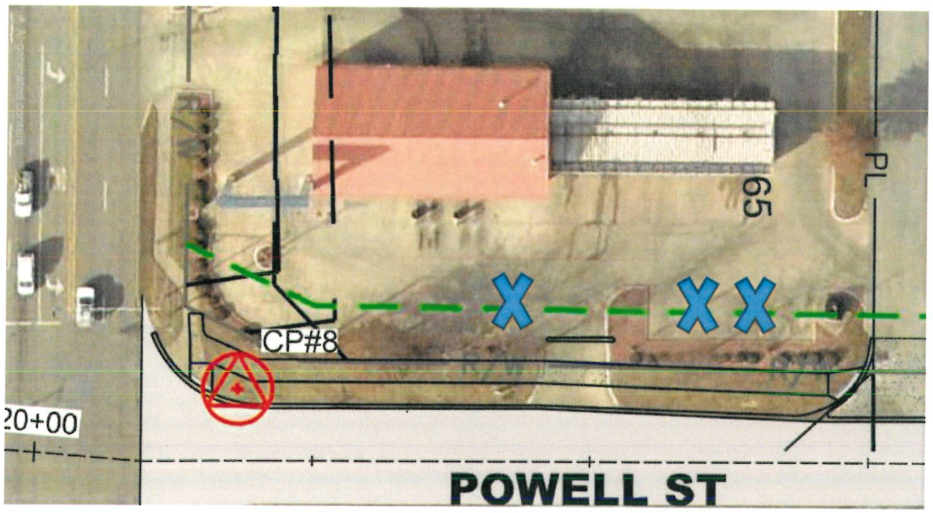

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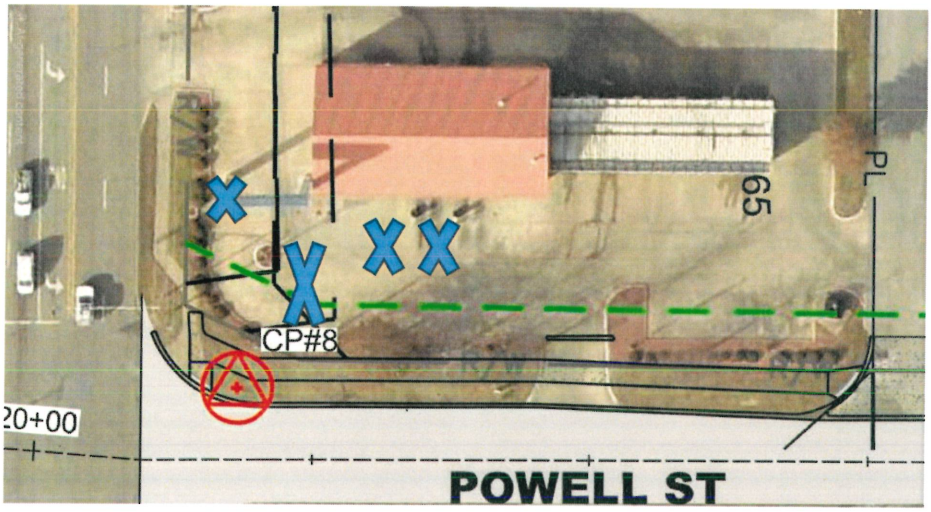

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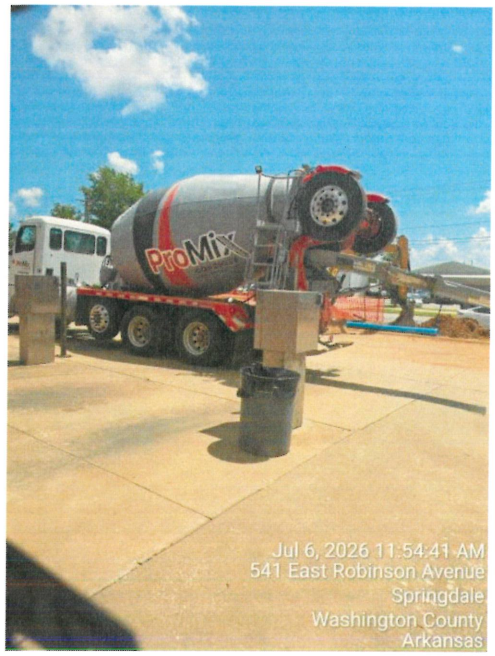

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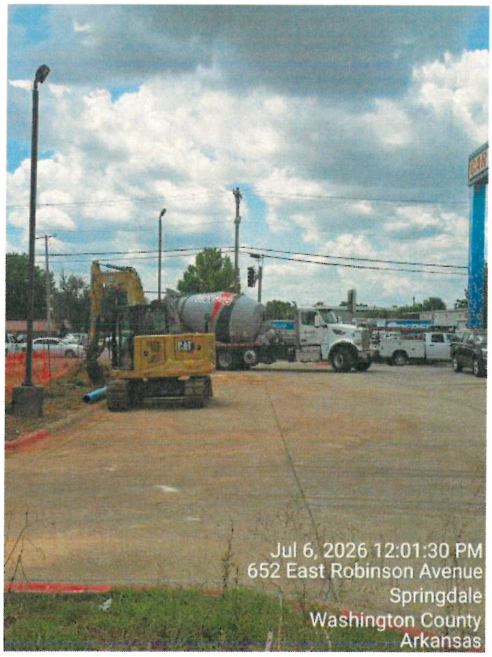

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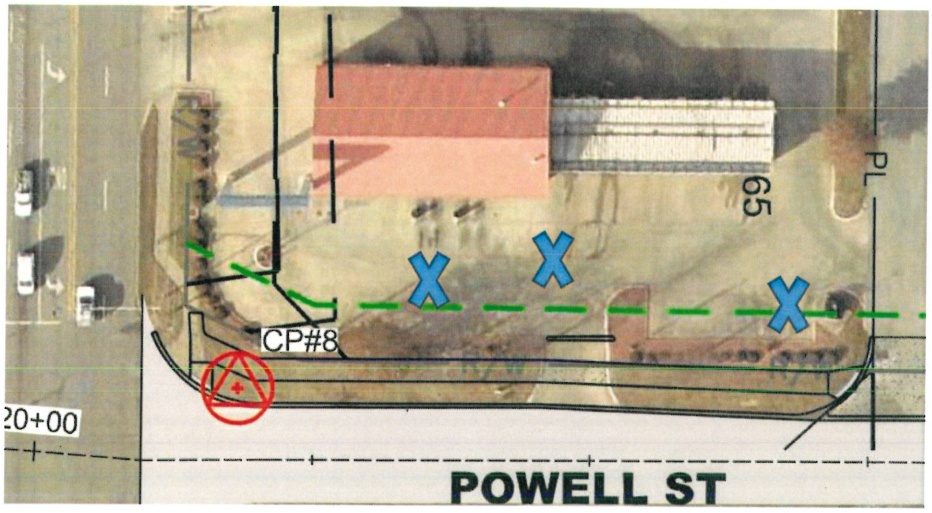

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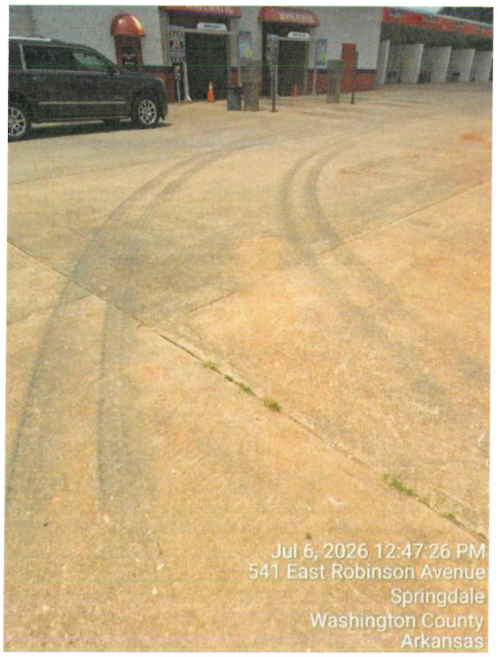

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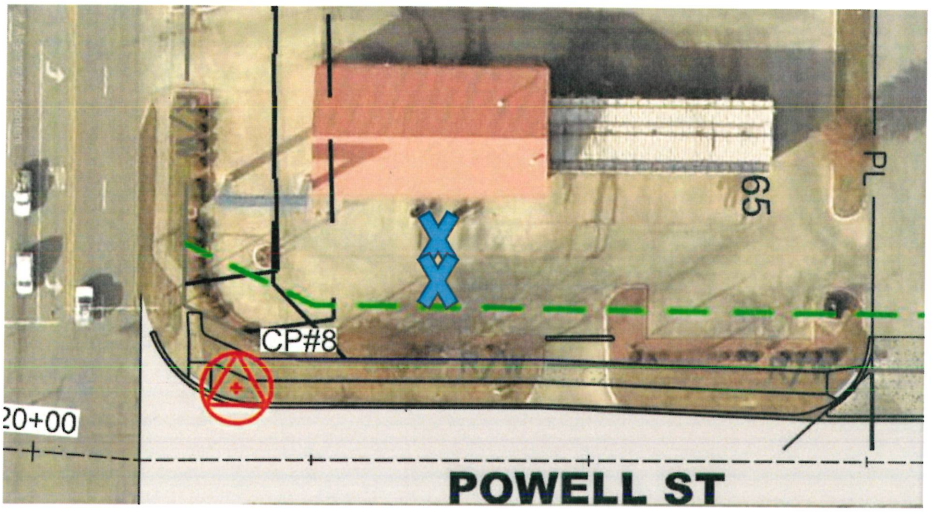

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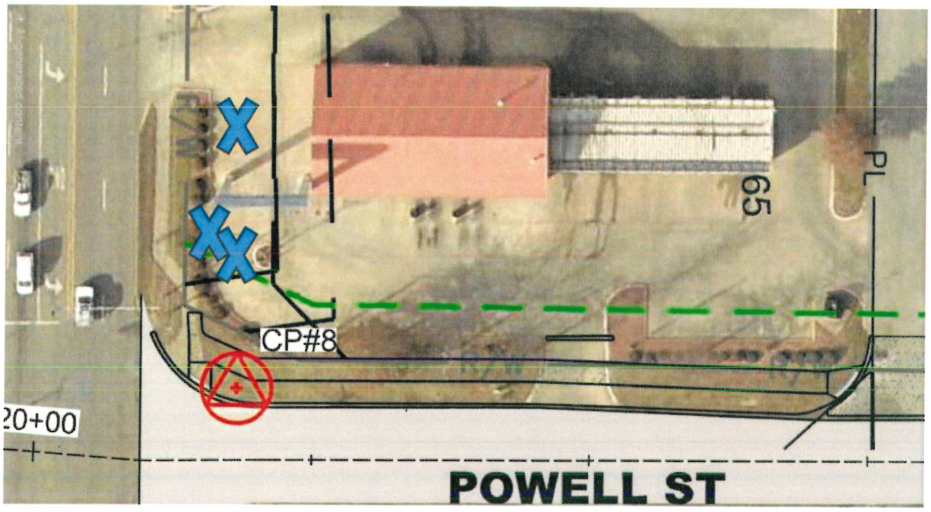

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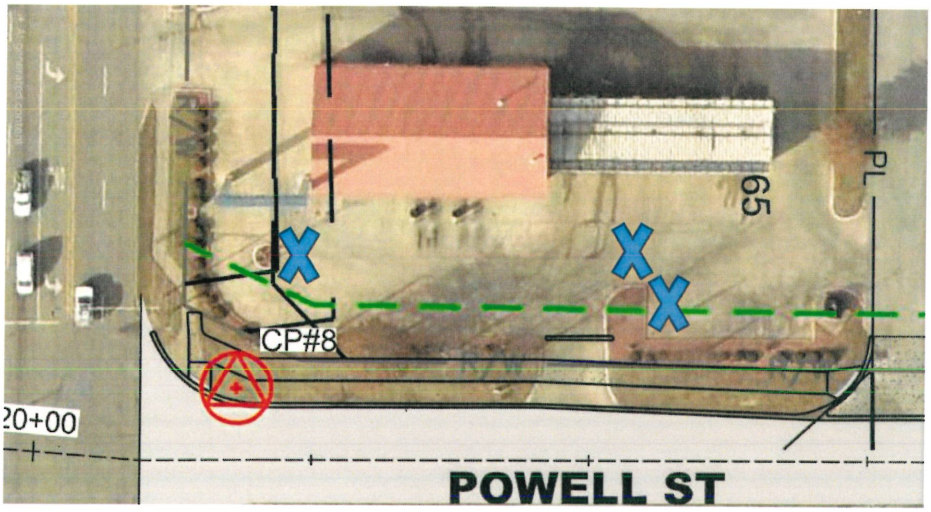

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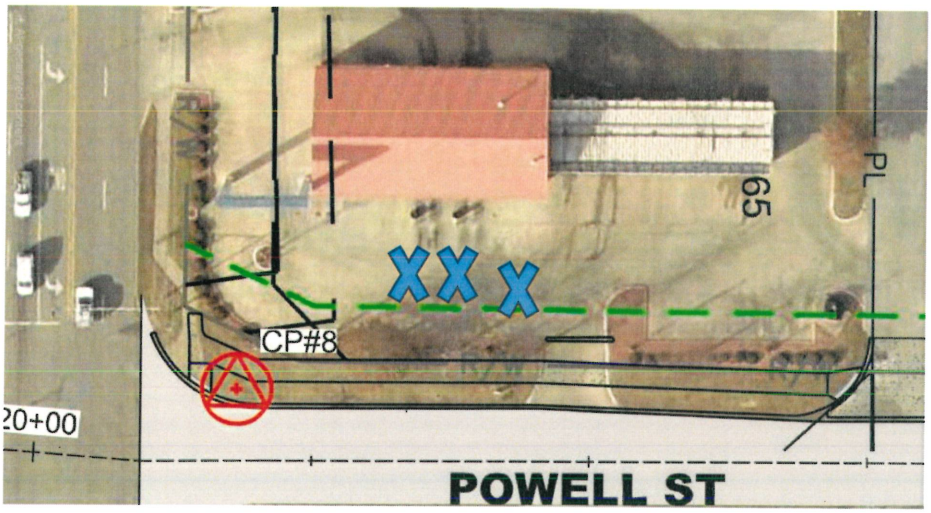

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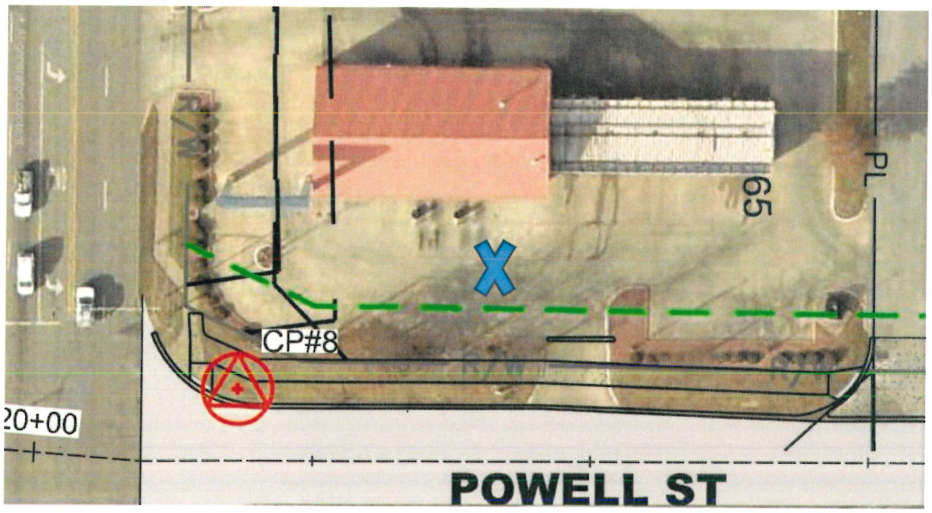

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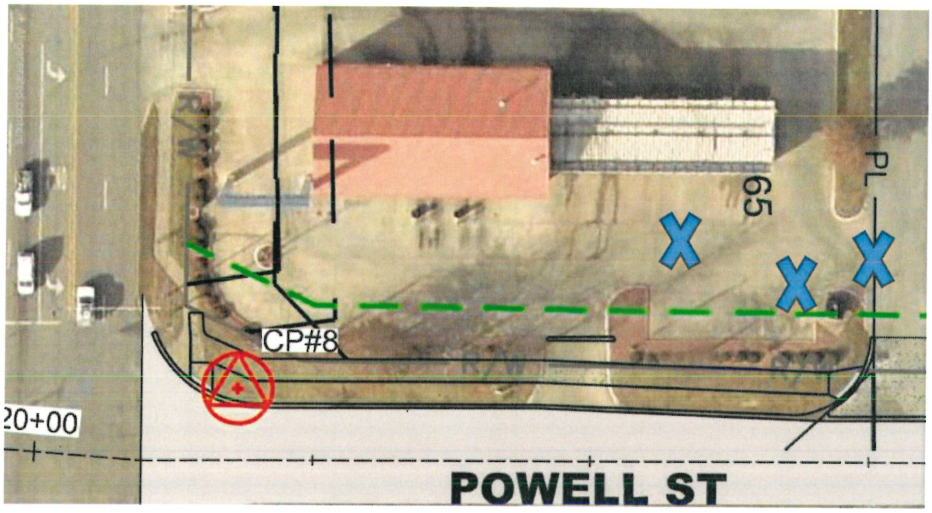

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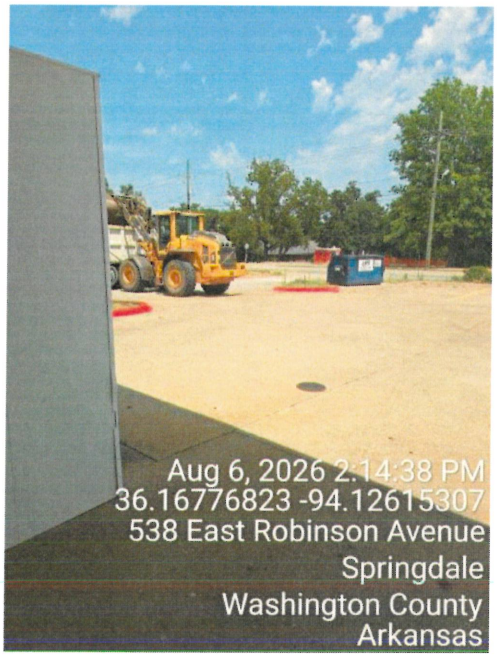

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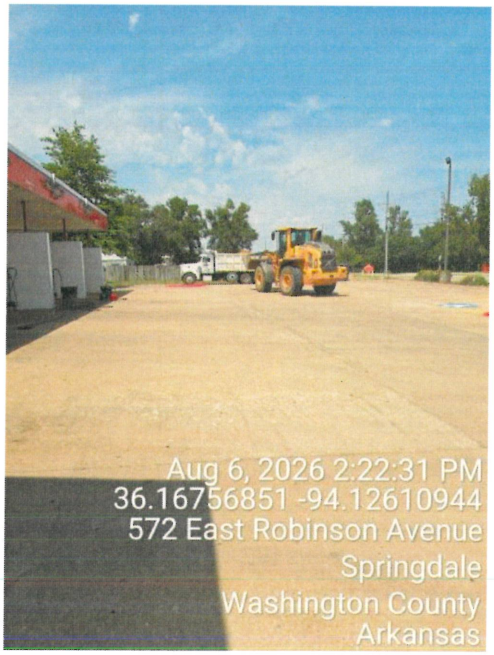

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Arkansas


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Arkansas

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SETTLEMENT OF MARTINEZ V. JACOBS AND AMENDING THE 2026 ADMINISTRATION BUDGET.

WHEREAS, Martinez v. Jacobs is a federal lawsuit brought against a City of Springdale police officer under 42 U.S.C. § 1983, alleging violations of the plaintiff's constitutional rights; and

WHEREAS, the parties have reached a tentative agreement to settle Martinez v. Jacobs, U.S.D.C. Case No. 5:24-cv-5078 DCF, for $50,000, subject to approval by the Springdale City Council; and

WHEREAS, the settlement shall include no admission of liability or wrongdoing by the City of Springdale, its Police Department, or any of its officers or employees, and shall require the plaintiff to release all claims against them arising out of the events underlying the lawsuit; and

WHEREAS, the Arkansas Municipal League will pay $45,000 of the settlement, and the City of Springdale will pay the remaining $5,000; and

WHEREAS, the City Attorney recommends approval of the settlement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that:

Section 1. The settlement of Martinez v. Jacobs, Case No. 5:24-cv-5078 DCF, pending in the United States District Court for the Western District of Arkansas, is hereby approved for $50,000.00, with $45,000.00 to be paid by the Arkansas Municipal League and $5,000.00 by the City of Springdale.

Section 2. The City's 2026 Administration budget for Account No. 101-0101-411.40-03, AML Legal Defense, is hereby increased by $5,000.00, from $196,500.00 to $201,500.00.

Section 3. The sum of $5,000.00 is hereby appropriated from the General Fund to that account for the City's contribution toward the settlement of Martinez v. Jacobs. The Mayor and City Clerk are authorized to disburse these funds to complete the settlement.

PASSED AND APPROVED this 27th day of October, 2026.

_____
Doug Sprouse, Mayor

ATTEST:

_____

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

_____

Garrett Harlan, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION MANAGEMENT AGREEMENT WITH CDI CONTRACTORS, LLC, FOR THE INTERIOR RENOVATION OF THE HISTORIC BEELY-JOHNSON AMERICAN LEGION POST 139; AND FOR OTHER PURPOSES

WHEREAS, the City of Springdale desires to undertake interior renovations to the Historic Beely-Johnson American Legion Post 139, located at 200 Spring Street, Springdale, Arkansas, and

WHEREAS, the proposed renovations include the construction of two new ADA-accessible restrooms, reconfiguration of kitchen and storage areas, and associated HVAC, mechanical, electrical, and plumbing modifications, and

WHEREAS, CDI Contractors, LLC, has submitted a Construction Management Agreement to provide preconstruction services, including project budgeting, cost estimating, and development of a Guaranteed Maximum Price proposal for the proposed renovations, and

WHEREAS, the agreement provides for preconstruction services in the amount of $9,815.00, with the Guaranteed Maximum Price for the construction phase to be established and approved at a later date, and

WHEREAS, funding for the preconstruction services will be paid from the Administration's Professional Services account.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that:

SECTION 1. The Mayor and City Clerk are hereby authorized to execute a Construction Management Agreement with CDI Contractors, LLC, for the interior renovation of the Historic Beely-Johnson American Legion Post 139, authorizing preconstruction services in an amount not to exceed $9,815.00.

SECTION 2. Funding for the preconstruction services shall be paid from the Administration's Professional Services account.

SECTION 3. Any subsequent Guaranteed Maximum Price Amendment or authorization to proceed with the construction phase shall be subject to separate approval by the City Council.

PASSED AND APPROVED this 27th day of October, 2026.

_____
Doug Sprouse, MAYOR

ATTEST:

_____
Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

_____
Garrett Harlan, CITY ATTORNEY

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AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the twenty-seventh day of October in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Springdale
201 Spring Street
Springdale, AR 72764
(479) 750-8165

and the Construction Manager:
(Name, legal status, address, and other information)

CDI Contractors, LLC
4285 N Shiloh Dr, Suite 302
Fayetteville, AR 72703
(479) 695-1020

for the following Project:
(Name, location, and detailed description)

Interior Renovation of the Historic Beely-Johnson American Legion Post 139
200 Spring Street
Springdale, AR 72764

This project will consist of interior renovations including the creation of two new ADA-accessible restrooms, new kitchen and storage space layouts, and HVAC/MEP modifications as required to support the new layout. Depending on the final approved budget, the project may include replacing the existing HVAC system, tuckpointing of interior stone masonry, replacing existing wood paneling with drywall in common areas and offices, and new lighting throughout.

The Architect:
(Name, legal status, address, and other information)

NA

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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The Owner and Construction Manager agree as follows.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Construction Manager to establish a budget for the scope of work represented by the preliminary layout created by the Architect and subsequent programming meetings with the Owner. Construction manager to then generate a Guaranteed Maximum Price for the described Work. Upon acceptance of the Guaranteed Maximum

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Price, execute an amendment to this agreement to complete said Work. The Architect will not be retained for this project to which the Owner will assume those duties as detailed out in the A201-2017.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

As described in previous project description and documentation identified in Section 1.1.1.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

To be determined based on Owner's desired final program.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

NA

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

NA

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

NA

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

None

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Colby Fulfer, Chief of Staff
City of Springdale, Arkansas

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

NA

.2 Civil Engineer:

NA

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

NA

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

NA

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§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

John Deramus
4285 N Shiloh Dr, Suite 302
Fayetteville, AR 72703
(479) 393-0940

479-393-0940
john.deramus@cdicon.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

NA

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

NA

§ 1.1.15 Other Initial Information on which this Agreement is based:

NA

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

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§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

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§ 3.1.3.3 The Construction Manager shall assist the Owner in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Owner's review and acceptance. The Project schedule shall coordinate and integrate the Construction Manager's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect has completed the Construction Documents, the Construction Manager shall prepare an estimate of the Cost of the Work. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Owner's approval. The Construction Manager shall inform the Owner in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 Not Used

§ 3.1.7 Not Used

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval upon request.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

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§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

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§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner to review the Guaranteed Maximum Price proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

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§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines,

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both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Construction Manager shall retain an Architect if during the project it is determined the services of the Architect is needed or preferred, to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

$9,815 stipulated sum.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

NA

Individual or Position	Rate

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§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Four (4) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

Wall Street Journal Prime Rate Plus 2% as published in the printed version of the Wall Street Journal not to exceed 10.00 % per annum

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

A lump sum amount equal to 12.00% of the Cost of the Work in the approved Guaranteed Maximum Price

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

A lump sum amount equal to 12.00% of the Cost of the Work in the approved additive change(s) in the Work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

15%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundredpercent (100.00 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

NA

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§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

NA

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

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§ 7.2 Labor Costs

§ 7.2.1 Hourly rates as set forth in Exhibit A for construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Hourly rates as set forth in Exhibit A for the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Hourly rates as set forth in Exhibit A for the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Hourly rates as set forth in Exhibit A for the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 The hourly rates as set forth in Exhibit A shall include costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation,

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installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

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§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

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.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner

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to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Owner by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

NA

§ 11.1.3 Provided that an Application for Payment is received by the Owner not later than the Twenty-Fifth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Fifteenth day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Twenty (20) days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit, upon request, payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

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§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Owner.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Owner determines to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

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§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions, Fee, Insurance, Bond or Material Stored on Site

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

NA

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Construction Manager in accordance with Section 11.2.2.2.

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§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Construction Manager that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Construction Manager.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Owner will notify the Construction Manager in writing of the reasons for withholding a payment as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the receipt of the Construction Manager's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Construction Manager's final Certificate for Payment, or as follows:

Final Payment to the Construction Manager shall be made no later than 30 days to Construction Manager's completion of its deliverables in 11.2.1.1 and 11.2.1.2.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Wall Street Journal Prime Rate Plus 2% as published in the printed version of the Wall Street Journal, not to exceed 10.00 % per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker NOT USED

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§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

PREVAILING PARTY

In the event the parties arbitrate or litigate Claims against one another in any way concerning the Work, Project, or breach of their respective obligations under this Agreement, the Prevailing Party shall be entitled to recover its expenses, including, but not limited to, reasonable attorneys' fees, expert fees, and costs. A party shall be determined the Prevailing Party if the final judgment from the applicable dispute resolution proceeding is the same as or is more favorable to that party than the last written settlement offer that party made to the other party. If the final judgment is between each of the prior offers made, such that neither party would be the Prevailing Party pursuant to the preceding sentence, then the party whose settlement offer is closest to the final judgment shall be determined the Prevailing Party. A party cannot be a prevailing party entitled to the recovery of its costs unless it makes a written settlement offer sixty (60) or more days before the commencement of the substantive.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

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§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain

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and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

In addition to payment for Work executed, and costs incurred by reasons of such termination, the Construction Manager Shall receive as a termination fee the scheduled profit on the Work not executed as identified in the Schedule of Values.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) for each occurrence and 10,000,000.00 ($ Ten Million Dollars and Zero Cents) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for

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bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	**Limits**

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

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N/A

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 Building Information Modeling Exhibit, if completed:

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

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	Signed by: Matt Bodishbaugh 14B668E4040B4EB...
MAYOR *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
BY: Doug Sprouse	BY: Matt Bodishbaugh
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:04:44 CDT on 10/14/2026.

PAGE 1:

AGREEMENT made as of the twenty-seventh day of October in the year Two Thousand Twenty-Six

City of Springdale

201 Spring Street
Springdale, AR 72764

(479) 750-8165

CDI Contractors, LLC

4285 N Shiloh Dr, Suite 302
Fayetteville, AR 72703

(479) 695-1020

Interior Renovation of the Historic Beely-Johnson American Legion Post 139

200 Spring Street
Springdale, AR 72764

This project will consist of interior renovations including the creation of two new ADA-accessible restrooms, new kitchen and storage space layouts, and HVAC/MEP modifications as required to support the new layout. Depending on the final approved budget, the project may include replacing the existing HVAC system, tuckpointing of interior stone masonry, replacing existing wood paneling with drywall in common areas and offices, and new lighting throughout.

NA

PAGE 3:

The Construction Manager to establish a budget for the scope of work represented by the preliminary layout created by the Architect and subsequent programming meetings with the Owner. Construction manager to then generate a Guaranteed Maximum Price for the described Work. Upon acceptance of the Guaranteed Maximum Price, execute an amendment to this agreement to complete said Work. The Architect will not be retained for this project to which the Owner will assume those duties as detailed out in the A201-2017.

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As described in previous project description and documentation identified in Section 1.1.1.

To be determined based on Owner's desired final program.

NA

TBD

TBD

NA

NA

NA

None

PAGE 5:

Colby Fulfer, Chief of Staff

City of Springdale, Arkansas

NA

NA

NA

NA

John Deramus

4285 N Shiloh Dr, Suite 302
Fayetteville, AR 72703

(479) 393-0940

479-393-0940

john.deramus@cdicon.com

PAGE 6:

NA

NA

NA

PAGE 7:

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The Construction Manager~~, in consultation with the Architect,~~ shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner ~~and Architect~~ shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the ~~Architect and~~ Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner ~~and Architect~~ on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner ~~and Architect~~ in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the ~~Architect's~~Owner's review and ~~the Owner's~~ acceptance. The ~~Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The~~ Project schedule shall coordinate and integrate the Construction Manager's services, ~~the Architect's services,~~ other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

PAGE 8:

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the ~~Architect's review and the~~ Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the ~~Architect or~~ Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect ~~progresses with the preparation of the Schematic Design, Design Development and~~has completed the Construction Documents, the Construction Manager shall prepare ~~and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect,~~ an estimate of the Cost of the Work ~~with increasing detail and refinement~~. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the ~~Architect's review and the~~ Owner's approval. The Construction Manager shall inform the Owner ~~and Architect~~ in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

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§ 3.1.6.3 ~~If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.~~Not Used

§ 3.1.7 ~~As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.~~Not Used

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner ~~and Architect~~ regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval upon request.

The Construction Manager shall prepare, for the ~~Architect's review and the~~ Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

PAGE 9:

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the ~~Owner's and Architect's~~Owner's review~~,~~ and ~~the Owner's~~ acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.5 The Construction Manager shall meet with the Owner ~~and Architect~~ to review the Guaranteed Maximum Price proposal. In the event that the Owner ~~or Architect discover~~discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

PAGE 11:

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner ~~and the Architect~~, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

PAGE 12:

The ~~Owner~~ Construction Manager shall retain an Architect if during the project it is determined the services of the Architect is needed or preferred, to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. ~~The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.~~

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$9,815 stipulated sum.

NA

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Four (4) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

~~%~~

Wall Street Journal Prime Rate Plus 2% as published in the printed version of the Wall Street Journal not to exceed 10.00 % per annum

PAGE 13:

A lump sum amount equal to 12.00% of the Cost of the Work in the approved Guaranteed Maximum Price

A lump sum amount equal to 12.00% of the Cost of the Work in the approved additive change(s) in the Work.

15%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundredpercent (100.00 %) of the standard rental rate paid at the place of the Project.

NA

NA

PAGE 14:

§ 7.2.1 ~~Wages or salaries of~~ Hourly rates as set forth in Exhibit A for construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 ~~Wages or salaries of~~ Hourly rates as set forth in Exhibit A for the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 ~~Wages or salaries of~~ Hourly rates as set forth in Exhibit A for the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

§ 7.2.3 ~~Wages and salaries of~~ Hourly rates as set forth in Exhibit A for the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 ~~Costs4~~The hourly rates as set forth in Exhibit A shall include costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

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PAGE 18:

§ 11.1.1 Based upon Applications for Payment submitted to the ~~Architect~~Owner by the Construction Manager, ~~and Certificates for Payment issued by the Architect,~~ the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

NA

§ 11.1.3 Provided that an Application for Payment is received by the ~~Architect~~Owner not later than the Twenty-Fifth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Fifteenth day of the following month. If an Application for Payment is received by the ~~Architect~~Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Twenty (20) days after the ~~Architect~~Owner receives the Application for Payment.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit, upon request, payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner ~~or Architect~~ to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the ~~Architect~~Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

PAGE 19:

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the ~~Architect~~Owner.

.3 That portion of Construction Change Directives that the ~~Architect~~Owner determines~~, in the Architect's professional judgment, to~~to be reasonably justified; and

.2 The amount, if any, for Work that remains uncorrected and for which the ~~Architect~~Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.4 For Work performed or defects discovered since the last payment application, any amount for which the ~~Architect~~Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

Five Percent (5%)

PAGE 20:

General Conditions, Fee, Insurance, Bond or Material Stored on Site

NA

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the ~~Architect~~Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the ~~Architect~~Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the ~~Architect~~Owner has made exhaustive or continuous on-site inspections; or (3) that the ~~Architect~~Owner has made

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examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

.3 a final Certificate for Payment has been issued by the ~~Architect~~Construction Manager in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the ~~Architect~~Construction Manager that it will not conduct an audit.

PAGE 21:

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the ~~Architect~~Construction Manager.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the ~~Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or~~Owner will notify the Construction Manager ~~and Owner~~ in writing of the ~~Architect's~~ reasons for withholding a ~~certificate~~payment as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. ~~The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.~~

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the ~~Construction Manager's~~ receipt of ~~a copy of the Architect's~~the Construction Manager's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the ~~Architect's~~Construction Manager's final Certificate for Payment, or as follows:

Final Payment to the Construction Manager shall be made no later than 30 days to Construction Manager's completion of its deliverables in 11.2.1.1 and 11.2.1.2.

~~%~~ Wall Street Journal Prime Rate Plus 2% as published in the printed version of the Wall Street Journal, not to exceed 10.00 % per annum

~~§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.~~

~~§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.~~

~~(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~ NOT USED

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[X] Arbitration pursuant to Article 15 of AIA Document A201–2017

PREVAILING PARTY

In the event the parties arbitrate or litigate Claims against one another in any way concerning the Work, Project, or breach of their respective obligations under this Agreement, the Prevailing Party shall be entitled to recover its expenses, including, but not limited to, reasonable attorneys' fees, expert fees, and costs. A party shall be determined the Prevailing Party if the final judgment from the applicable dispute resolution proceeding is the same as or is more favorable to that party than the last written settlement offer that party made to the other party. If the final judgment is between each of the prior offers made, such that neither party would be the Prevailing Party pursuant to the preceding sentence, then the party whose settlement offer is closest to the final judgment shall be determined the Prevailing Party. A party cannot be a prevailing party entitled to the recovery of its costs unless it makes a written settlement offer sixty (60) or more days before the commencement of the substantive.

PAGE 24:

~~(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)~~

In addition to payment for Work executed, and costs incurred by reasons of such termination, the Construction Manager Shall receive as a termination fee the scheduled profit on the Work not executed as identified in the Schedule of Values.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) for each occurrence and 10,000,000.00 ($ Ten Million Dollars and Zero Cents) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 25:

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

N/A

PAGE 26:

MAYOR (Signature)

CONSTRUCTION MANAGER (Signature)

BY: Doug Sprouse

BY: Matt Bodishbaugh

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Certification of Document's Authenticity

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I, John Deramus, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:04:44 CDT on 10/14/2026 under Order No. 20250110177 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

Signed by:
John Deramus
F9C6784AF6914EE...
(Signed)

Vice President
(Title)

10/14/2026 | 6:38 PM CDT
(Dated)

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RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2026 BUDGET OF THE CITY OF SPRINGDALE, ARKANSAS, TO PROVIDE ADDITIONAL FUNDING FOR FIRE DEPARTMENT OVERTIME EXPENDITURES.

WHEREAS, the City of Springdale Fire Department incurs overtime expenses to maintain appropriate staffing levels and provide essential emergency services to the citizens of Springdale; and

WHEREAS, the Fire Department has historically utilized salary savings resulting from vacant positions to offset overtime expenditures; however, vacancies during 2026 have been minimal, resulting in insufficient salary savings to offset overtime expenditures exceeding the budgeted amount; and

WHEREAS, the Fire Department's overtime expenditures are projected to exceed the amount appropriated in the 2026 budget by Six Hundred Fifty-Nine Thousand Dollars ($659,000) through December 31, 2026; and

WHEREAS, the Fire Chief is evaluating overtime management practices and developing reforms intended to improve fiscal predictability and reduce future overtime overages; and

WHEREAS, the City Council finds it necessary to appropriate an additional Six Hundred Fifty-Nine Thousand Dollars ($659,000) to the Fire Department overtime expenditure account, 101-0601-422.30-01, from the unrestricted General Fund balance to address the projected shortfall through December 31, 2026;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

Section 1. The 2026 budget of the City of Springdale, Arkansas, is hereby amended to increase Fire Department overtime expenditure account 101-0601-422.30-01 by Six Hundred Fifty-Nine Thousand Dollars ($659,000).

Section 2. The additional appropriation authorized herein shall be funded from the Unrestricted General Fund balance.

PASSED AND APPROVED this 27th day of October, 2026.

_____

Doug Sprouse, MAYOR

APPROVED

_____

Sabra Jeffus, CITY CLERK

ATTEST:

_____

Garrett Harlan, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY CLERK'S OFFICE TO ESTABLISH AND MAINTAIN A SEPARATE BANK ACCOUNT FOR PAYROLL TRANSACTIONS.

WHEREAS, the City Clerk's Office currently processes payroll transactions through the City's primary operating bank account; and,

WHEREAS, the City Clerk's Office recommends establishing a separate bank account exclusively for employee payroll and related payroll obligations to strengthen internal controls, improve oversight, simplify reconciliation, and reduce the risk of unauthorized or erroneous transactions; and,

WHEREAS, the City Council finds that a separate payroll account will provide greater accountability and transparency in the management of City funds.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that:

Section 1. The City is hereby authorized to establish and maintain a separate bank account exclusively for employee wages, payroll taxes, retirement contributions, insurance, and other payroll-related deductions and obligations. The Mayor and City Clerk are authorized to execute the documents necessary to establish the account

Section 2. The Finance Department shall fund the account by transfers from the City's primary operating bank account shortly before each payroll processing date, in amounts necessary to cover approved payroll and related obligations. The account shall be used exclusively for payroll-related transactions and shall be reconciled and its balance reviewed after those transactions have cleared. Any remaining balance shall be maintained at a nominal amount or transferred back to the City's operating account, as appropriate. Access shall be limited to authorized Finance Department personnel, with appropriate segregation of duties among payroll preparation, approval, funding, and reconciliation.

PASSED AND APPROVED this 27th day of October, 2026.

_____

Doug Sprouse, Mayor

ATTEST:

_____

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

_____

Garrett Harlan, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF GETAC MOBILE DATA TERMINALS AND RELATED EQUIPMENT FOR THE SPRINGDALE POLICE DEPARTMENT

WHEREAS, the Springdale Police Department uses mobile data terminals to support law enforcement operations and access to essential public safety systems; and

WHEREAS, Resolution No. 149-26, approved September 22, 2026, appropriated $765,000.00 from the City's unrestricted General Fund for Phase 1 of the Technology Modernization Project, including planned endpoint and Public Safety equipment replacement; and

WHEREAS, Brite has submitted Quote No. 014690, Version 1, for twenty-seven (27) Getac A140 fully rugged tablets, extended warranty coverage for years four and five for each tablet, and fifty-seven (57) Getac rugged keyboards, for a total of $138,531.95, including estimated sales tax; and

WHEREAS, the quote identifies NCPA Contract No. 01-170, Advanced Technology Solutions Aggregator, as the purchasing contract for this equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that:

SECTION 1. The City is hereby authorized to purchase twenty-seven (27) Getac A140 mobile data terminals, extended warranty coverage for years four and five for each terminal, and fifty-seven (57) Getac rugged keyboards from Brite, as described in Quote No. 014690, Version 1, in an amount not to exceed $138,531.95, including applicable taxes and fees. The Mayor and City Clerk are hereby authorized to execute any necessary documents for the purchase.

SECTION 2. Funding for this purchase shall be paid from the City's unrestricted General Fund monies previously appropriated for Technology Modernization Phase 1 under Resolution No. 149-26. No additional appropriation is authorized by this Resolution.

SECTION 3. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2026.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

_____
Garrett Harlan, City Attorney

We have prepared a quote for you

Springdale Police Department - AR - (27) Getac A140's

Quote # 014690
Version 1

Prepared for:

Springdale Police Department - AR

Luis Garcia
lgarcia@springdalear.gov

Purchasing Contract

Description		Price	Qty	Ext. Price
NCPA 01-170	**NCPA 01-170 Advanced Technology Solutions Aggregator**	$0.00	1	$0.00
			Subtotal:	$0.00

A140

Product Details		Qty	List	Disc	Price	Ext. Price
5262GB96C008	**Getac A140 Fully Rugged 14in Windows OS Tablet With 3YR Bumper To Bumper Warranty**  A140G2 Sector Specific SKU - Intel Ultra 5 125U, W/ Webcam, Microsoft Windows 11 Pro x64 with 16GB RAM, 512GB PCIe SSD, Sunlight Readable (Full HD LCD + Touchscreen + Stylus), US Power Cord, 8M Rear Camera, WIFI + BT + GPS / Glonass + Passthrough, Hard Handle, LAN, Smart Card reader, Thunderbolt 4 x 2, 3 Year Warranty B2B	27	$4,654.00	21.04%	$3,675.00	$99,225.00
GE-SVTBNFX5Y	**Bumper to Bumper + Extended Warranty- Notebook, Tablet(Year 4 & 5) - Getac, Tablet&Notebook (A/ B/ F/ K/ V/UX/X600 Series), Bumper-to-Bumper+Extended**	27	$639.00	17.84%	$525.00	$14,175.00
GDKBU9	**Getac Rugged Keyboard, 3 year warranty (US)**	57	$249.00	9.64%	$225.00	$12,825.00
					Subtotal:	$126,225.00

Springdale Police Department - AR - (27) Getac A140's



Prepared by:

Brite

Ryan Nye
(585)869-6087
Fax 585-758-0222
rnye@brite.com

Prepared for:

Springdale Police Department - AR

201 Spring Street
Springdale, AR 72764
Luis Garcia
(479) 320-2411
lgarcia@springdalear.gov

Quote Information:

Quote #: 014690

Version: 1
Delivery Date: 10/13/2026
Expiration Date: 10/29/2026

Quote Summary

Description	Amount
Purchasing Contract	$0.00
A140	$126,225.00
Subtotal:	$126,225.00
Estimated Tax:	$12,306.95
Total:	$138,531.95

- Agreed upon payment terms: NET 30
- Any changes to the orders after acceptance may result in additional fees.
- Any returns must be accompanied by a return authorization and will be subject to restocking fees.
- Any returns must be approved with 30 days of shipping dates
- All services will be invoiced upfront and efforts debited against the units described above.
- All Professional Services credits are valid for a period of 1 year from time of purchase and shall be planned in advance with a minimum of four (4) week notice period
- All hardware and accessories will be invoiced when shipped.
- All software will be invoiced upon delivery of license.
- All subscriptions will be invoiced when activated.
- Terms and conditions listed within a Master Services Agreement or Statement of Work supersede any listed here.
- Travel costs will be billed separately unless otherwise stated.
- All support is considered manufacturers depot warranty support unless otherwise stated.
- All taxes on this quote are estimated. Appropriate taxes will be calculated and included at the time of Invoice.
- **Please Note: Global trade and tariff uncertainty has created unpredictable pricing volatility. Brite cannot guarantee pricing of 3rd party solutions. Please confirm quotes prior to order submission.**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Springdale Police Department - AR

Signature: _____

Name: Luis Garcia

Date: _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 114 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; CREATING ARTICLE VI GOVERNING THE OPERATION OF GOLF CARTS ON CITY STREETS; AND FOR OTHER PURPOSES.

WHEREAS, Arkansas Code Annotated § 14-54-1410 authorizes a municipality, by ordinance, to permit golf carts on city streets other than streets designated as federal or state highways or county roads; and

WHEREAS, the City of Springdale desires to permit golf carts on the city streets designated in this ordinance, subject to its operating requirements; and

WHEREAS, Springdale City Council finds that limiting where and how golf carts may operate will promote the health, safety, and welfare of the public

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS:

Section 1: The above Whereas clauses are adopted by reference as if fully set forth herein.

Section 2: Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to add Article VI which shall be titled 'Golf carts', and which shall read as follows:

ARTICLE VI. – GOLF CARTS

Sec. 114-135. – Purpose.

The purpose of this Article is to authorize the operation of golf carts upon certain city streets within the City of Springdale, Arkansas, pursuant to the authority granted by Arkansas Code Annotated § 14-54-1410, and to establish minimum safety standards and regulations for such operation in order to promote the health, safety, and welfare.

Sec. 114-136. – Definitions.

As used in this section, the following terms shall have the meanings set forth herein:

Golf cart means any self-propelled vehicle designed for the transportation of players or maintaining equipment on a golf course, as contemplated by Arkansas Code Annotated § 14-54-1410. A golf cart does not include a low-speed vehicle (LSV), utility task vehicle (UTV), all-terrain vehicle (ATV), or any other motorized vehicle not designed primarily for golf course use, regardless of size, weight, or engine type.

City Street means any public street, road, or thoroughfare designated as local, commercial, downtown commercial, commercial or alley in the adopted master street plan located within the corporate limits of the City of Springdale that is maintained by or under the jurisdiction of the city, excluding any street also designated as a federal highway, state highway, or county road.

Operator means any person who operates, drives, or is in actual physical control of a golf cart upon a city street.

Owner means any individual, corporation, limited liability company, partnership, association, trust, governmental entity, or other legal entity that holds legal title to

a golf cart. If a golf cart is subject to an agreement for conditional sale, lease, or transfer of possession with a right to purchase upon satisfaction of the agreement's conditions, "Owner" means the individual or entity holding that right to purchase.

Sec. 114-137. – Applicability.

This chapter applies to any owner or operator of a golf cart within the corporate limits of the City of Springdale. The approved boundary shall include the area depicted on the official Golf Cart Area Map adopted as an exhibit for this ordinance. The area is generally bounded by Huntsville Ave. on the north; Thompson St. on the west; W. Sunset Ave. on the south; and Powell St., Ellis Ln., David St., E. Emma Ave., and Old Missouri Rd. on the east. The district also includes the Rodeo of the Ozarks property east of S. Old Missouri Rd. and the public-facing portion of the Springdale Municipal Airport accessed from Powell St.

Sec. 114-138. – Authorized Areas of Operation.

Golf carts may operate only on eligible streets within the district. The inclusion of a street within or along the district boundary does not authorize operation on that street. Golf carts shall not be operated along or upon Thompson St., Huntsville Ave., Old Missouri Rd., or West Sunset Ave. These streets constitute boundaries of the district and are not eligible streets. By designation from the Mayor, the city may allow golf carts to cross outside of the boundaries for special events.

In accordance with Arkansas Code Annotated § 14-54-1410, golf carts shall not be operated on any city street that is also designated as a federal highway, state highway, or county road, including the shoulder of any such highway or road. Notwithstanding the foregoing, a golf cart may cross any street, road, or highway; provided that, if the crossing involves a street, road, or highway with a posted speed limit in excess of thirty-five miles per hour (35 mph), the operator may cross only at a right-angle intersection when it is safe to do so.

Golf carts shall not be operated on any sidewalk, bicycle trail, pedestrian trail, Razorback Greenway, or other area not designated for motor-vehicle travel, except for a lawful crossing or when the golf cart is expressly authorized by the City for an official purpose. This prohibition is consistent with section 78-60 of the Springdale Code of Ordinances.

Sec. 114-139. – Parking.

Golf carts may park in any lawful public parking space, subject to posted restrictions, but shall not occupy more than one space, park in prohibited areas, or obstruct access. Golf cart parking may be designated but shall not be required.

Sec. 114-140. – Requirements for Operation.

To be lawfully operated on city streets pursuant to this chapter, the following requirements must be met:

i. Permit. No golf cart shall be operated on a city street pursuant to this chapter unless the owner has obtained a golf cart permit from the City.
ii. Application and fee. The owner shall apply to the City Clerk, or through an electronic application system designated by the City and pay a permit fee of fifty dollars ($50.00). The application shall include sufficient information to identify the owner and golf cart, together with any additional information reasonably required by the City.
iii. Acknowledgment. As part of the application, the owner shall sign an acknowledgment that the owner has received, understands, and agrees to comply with this chapter. The owner shall ensure that anyone permitted to operate the golf cart is familiar with and complies with these requirements.
iv. Issuance and display. Upon approval of the application and payment of the fee, the City Clerk shall issue a permit and two permit decals. One decal

shall be displayed in a clearly visible location on the front windshield area or bumper area, and the other shall be displayed in a clearly visible location on the rear of the golf cart. Both decals must remain visible and legible while the golf cart is operated on a city street.

v. Annual renewal. The permit shall be valid for one year and must be renewed annually. Renewal requires the owner to confirm or update the application information, sign a new acknowledgment of the current requirements, and pay the applicable renewal fee.

vi. Non-transferability. A permit applies only to the owner and golf cart identified in the application and may not be transferred to another owner or golf cart.

vii. Lighting and Signals. The golf cart must be equipped with functional headlights, taillights, brake lights, and turn signals visible from both the front and rear of the vehicle.

viii. Brakes. The golf cart must have a functional braking system capable of bringing the cart to a controlled stop.

ix. Safety Flag/Triangle. The golf cart must display a bright orange slow-moving vehicle emblem or safety flag, mounted so that it is visible from the rear of the vehicle.

x. Horn. The golf cart must be equipped with a functional horn or audible warning device.

xi. Seating, Seatbelts, and Child Restraints. No golf cart shall carry more passengers than it was originally designed and manufactured to carry. No person shall ride on the exterior of a golf cart while in operation on a city street. A golf cart operated on a city street must be equipped with a seatbelt for each seating position, and each occupant shall wear a seatbelt at all times while the golf cart is in operation. A child who is less than six (6) years of age or who weighs less than sixty pounds (60 lbs.) shall be secured in a child passenger safety seat that meets applicable federal motor vehicle safety standards and is securely fastened to the golf cart by a belt or other restraint. If a child is at least six (6) years of age and at least sixty pounds (60 lbs.) in weight, a seatbelt secured to the golf cart shall be sufficient to meet the requirements of this subsection.

xii. Speed. No golf cart shall be operated at a speed greater than the posted speed limit or twenty-five miles per hour (25 mph), whichever speed limit is lower.

xiii. Insurance. The owner of a golf cart operated on city streets pursuant to this section shall maintain a policy of liability insurance with coverage limits that meet the state standards for passenger motor vehicles set forth in Ark. Code Ann. § 27-22-104, which currently requires not less than Twenty-Five Thousand Dollars ($25,000) for bodily injury or death of one (1) person in any one (1) accident; not less than Fifty Thousand Dollars ($50,000) for bodily injury or death of two (2) or more persons in any one (1) accident; and not less than Twenty-Five Thousand Dollars ($25,000) for damage to or destruction of property of others in any one (1) accident. Proof of insurance shall be carried in the golf cart at all times during operation and shall be presented upon request by any law enforcement officer. No motor vehicle registration or license plate from the State of Arkansas is required for golf carts authorized under this section, consistent with Arkansas Code Annotated § 14-54-1410(b).

xiv. Driver's License. The operator of a golf cart on any city street must possess a valid driver's license issued by the State of Arkansas, another state, or a foreign jurisdiction whose licenses are recognized under Arkansas law and shall carry such license while operating the golf cart. Proof of licensure shall be presented upon request by any law enforcement officer.

xv. Age. No person under the age of sixteen (16) years shall operate a golf cart upon any city street.

xvi. No Impairment. No person shall operate a golf cart upon any city street while under the influence of alcohol, a controlled substance, or any other intoxicant as defined under state law.

xvii. Laws. Golf carts shall be operated in compliance with all applicable state and local traffic laws.

Sec. 114-141. – Maintenance.

An owner of a golf cart operated on city streets shall maintain the golf cart in a safe operating condition at all times, including all required equipment set forth above.

Sec. 114-142. – Exemptions.

This chapter shall not apply to: (a) the operation of golf carts on private property; (b) the operation of golf carts on golf course grounds or paths designated exclusively for golf course use; (c) the operation of golf carts by City of Springdale employees or contractors in the performance of official municipal duties, such as within City-owned parks, maintenance yards, or other City-owned facilities not open to general vehicular traffic; or (d) golf carts operated in parades or other special events permitted by the City, provided such operation is conducted in accordance with the terms of the applicable permit.

Sec. 114-143. – Penalty.

A person who violates any provision of this article shall, upon conviction, be fined not less than fifty dollars ($50.00) nor more than five hundred dollars ($500.00) for each violation. Each separate act of operating a golf cart in violation of this article constitutes a separate offense. If a violation is continuous in nature, each day it continues constitutes a separate offense. Nothing in this section limits prosecution under applicable state law or prevents the City from taking any other lawful action necessary to prevent or remedy a violation.

Section 3: All other provisions of Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

Section 4: If any provision of this ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining severable provisions or applications.

Section 5: All prior ordinances, resolutions, and parts thereof that are inconsistent or in conflict with any provision of this Ordinance are hereby superseded and repealed to the extent of any such conflict. All other provisions of the Springdale Municipal Code not expressly modified herein remain in full force and effect.

PASSED AND APPROVED this 13th day of October, 2026.

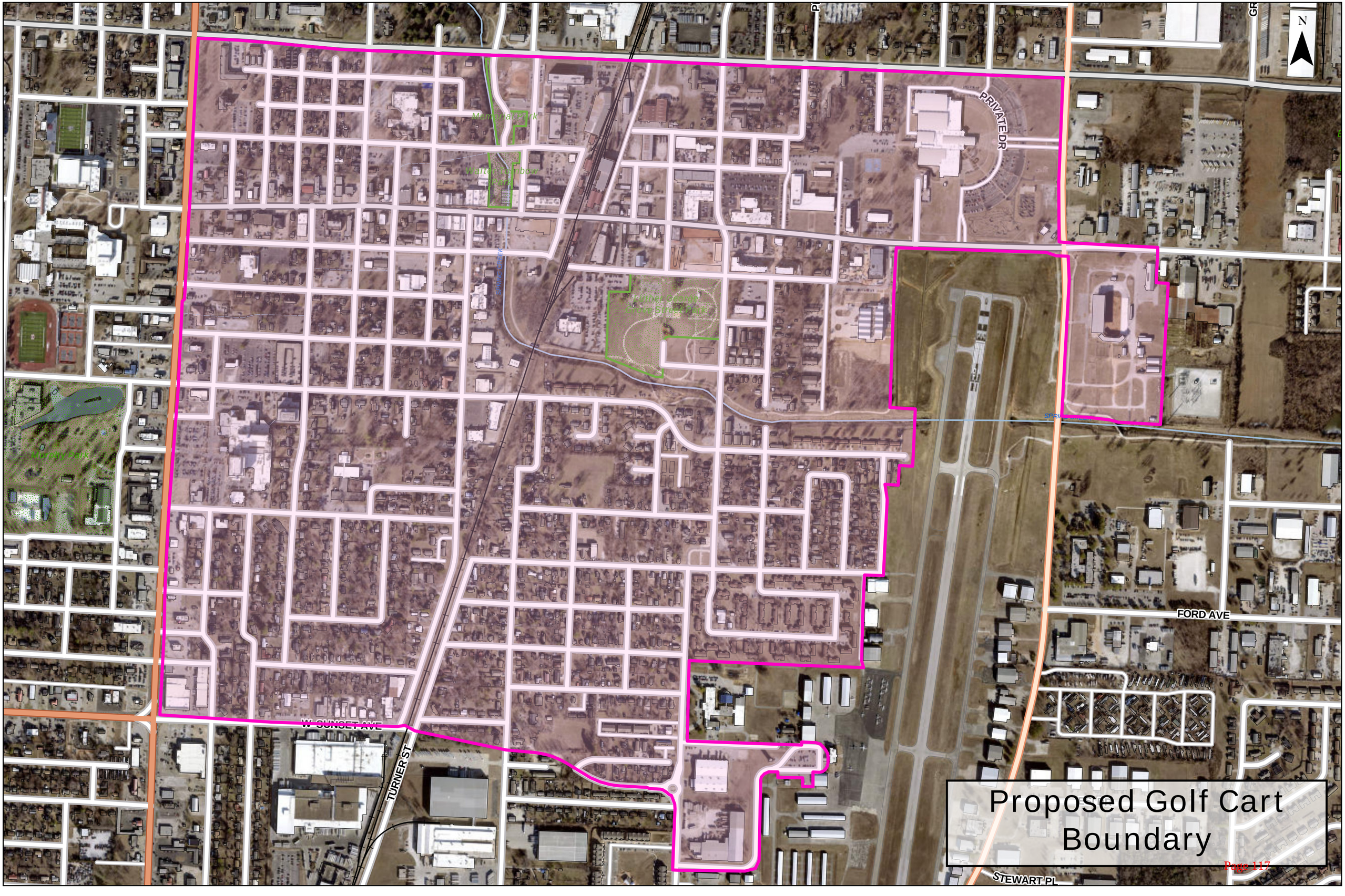
_____
Doug Sprouse, Mayor

ATTEST:

_____
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

_____
Garrett Harlan, City Attorney


N
PRIVATE DR
Memorial Park
Walter Turner Park
SPRING CREEK
Luther College Church Street Park
Murphy Park
W SUNSET AVE
TURNER ST
FORD AVE
STEWART PL
Proposed Golf Cart Boundary

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF SPRINGDALE TO ENTER INTO AN AGREEMENT WITH THOMAS FENCE FOR THE PURCHASE AND INSTALLATION OF NEW FENCING AT BOBBY HOPPER PARK; AND FOR OTHER PURPOSES

WHEREAS, the Springdale Parks and Recreation Department has identified a need for new perimeter fencing around the soccer fields at Bobby Hopper Park to assist with the care of the facility, and

WHEREAS, three (3) quotes were obtained for the purchase and installation of the new fencing, and

WHEREAS, Upon review of the quotes, the Springdale Parks and Recreation Department recommends accepting a quote submitted by Thomas Fence in the amount of $25,726.00, and

WHEREAS, funds for this project will be paid from the Park Set Aside fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that:

SECTION 1. The Mayor and City Clerk are hereby authorized to execute any necessary documents to enter into an agreement with Thomas Fence for the purchase and installation of new fencing at Bobby Hopper Park, in an amount not to exceed $25,726.00.

SECTION 2. Funding for the purchase and installation shall be paid from the Park Set Aside fund.

PASSED AND APPROVED this 27th day of October, 2026.

_____
Doug Sprouse, MAYOR

ATTEST:

_____
Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

_____
Garrett Harlan, CITY ATTORNEY

DEPARTMENT FUNDING REQUEST

Department: Springdale Parks and Rec	Date: 10-5-26
Point of Contact: Chad Wolf	Amount Requested: $ $25,726
Date to be Presented to Committee: 10 /19 /2026	
Brief Description of Funding Request: Fencing to go around the perimeter of Bobby Hopper soccer fields. This will allow us to better take care of the facility.	
Funding Source: (General Fund, Special Fund, etc.) Park Set Asside	
IS IT BUDGETED?	
YES ☐	**NO ☑**
	☐ $0 - $4,999
	☑ $5,000 - $42,920.00 Requires **3** Quotes
Signature: Chad Wolf	☐ $42,921.00 + Requires Bid
Please attach supplemental information	Request to waive bidding? ☐ Buy Board ☐ Sole Source

Thomas FENCE

653 Kawneer
Springdale, AR 72764
(479) 636-4732
www.ThomasFenceAR.com
AR Contractor's License # 0155010425

AFA American Fence Association

Purchaser:	Springdale Parks & Rec	Date	June 26, 2026
# Contact / Attn:	Chris cgibson@springdalear.gov	Phone #:	479-283-0071
Address:	1981 E Huntsville Ave.	P.O. #	
City:	Springdale AR	Invoice #	
Job Name:	Bobby Hopper Park	County:	

1100'-6' 8Ga Finish BVCL 2 7/8" 40W Terminals 1 7/8" 20W Line Posts 1 5/8" 20W Top Rail 6'-2" Mesh 8Ga Finish 11Ga Core Black	$22,151.00
3- 4'x6' single walk gates 1- 10'x6' Double maitenance gate	$1,800
230' 4' CL t/o	$1,424.00
2- 8' sections of ornamental removal and reattach	$351.00

CONTRACT TERMS & CONDITIONS

Balance due at completion of job. Progressive billing may apply.
Bid Price EXCLUDES: Core Drilling, Painting, Grading, Staking/Field Measurements, Clearing, Forms, Mow Strips, Demolition, Bonds, Overtime, Engineering, Grounding, Panic/Egress Hardware, Staining, Additional Mobilization, Location of Private Services, Permits, Temporary Fence, and Windscreen.
Down payment of up to 50% of total sale price may be required.
Customer is responsible for obtaining all required permits prior to installation.

Total Price:	$25,726.00
Sales Tax:	
Down Payment:	-
Balance:	

Prices are void if contract is not signed and returned within 7 days of date above.
ACCEPTANCE OF CONTRACT: The above prices, specifications and conditions herein, and as stated on the signed terms and conditions attached hereto or on the reverse hereof and incorporated herein by this reference, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Salesman: Jim Parr 479-458-8001

Buyer's Signature: _____ Date: _____

MODERN FENCE of NWA
1864 FORD AVE
SPRINGDALE, AR 72764
(479) 443-5122
MODERNFENCESUPPLY.COM
SALES@modernfencesupply.com
License # 0356870322

06/12/2026

PROPOSAL/CONTRACT

Customer Information:

City of Springdale Parks & Rec

SPRINGDALE, AR
cgibson@springdalear.gov

Job Information:

Bobby Hopper Park
MB
1981 E. Huntsville
Springdale

Notes:

Materials and labor for the installation of 1,100' of 6' tall black chain link fence with (1) 10' double gate and (3) 4' wide walk gates.

Schedule 20 posts and top rail

8 ga fabric

set in concrete

Includes removal and disposal of 4' chain link and relocation of iron fence panels in North fence line

MODERN FENCE of NWA agrees to guarantee above fence to be free from defects in materials and workmanship for one year.

MODERN FENCE of NWA shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. MODERN FENCE of NWA will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does MODERN FENCE of NWA assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

MODERN FENCE of NWA will assume the responsibility for having underground public utilities located and marked. However, MODERN FENCE of NWA assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing MODERN FENCE of NWA to dig in the immediate vicinity of known utilities.

The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

A finance charge of 1 1/2% per month (or a minimum of $1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of MODERN FENCE of NWA until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

Contract Amount: $ 32732.00

Down Payment: $ _____

Balance Due: $ 32732.00

Approved & Accepted for Customer:

_____ _____
Customer Date

Accepted for MODERN FENCE of NWA:

_____ _____
Salesperson Date

01:27

Why Choose Us?

- The Superior Experience
- Communication & Notification
- Customer Service & Live Dashboard
- Commercial Services
- Fence Appearance
- Reviews & Reputation

Chris Gibson

Bobby Hopper Park 1981 E Counsil Av.
Springdale, AR 72764

PAY FOR YOUR PROJECT WITH:

SUPERIOR FINANCING

CLICK HERE TO GET A CREDIT DECISION IN SECONDS

Select Package

Terms of Use | Privacy Policy | Copyright © 2018 Superior Fence & Rail, Inc.



$1,508 per month

○ **6ft Black Commercial Chain link**

6'H Commercial Black Vinyl Coated Chain-Link

☐ Black

Features & Benefits

- Superior Chain Link Specification
- Includes Top Rail & Tension Wire
- Commercial Grade Framework

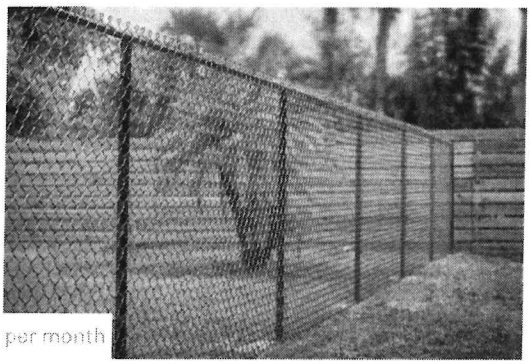
Specifications

- **Post:** 2" // 2-1/2"
- **Rail:** 1-5/8" x 21'
- **Picket:** 9 ga.

Warranty

- 15-year Limited Warranty
- 3 Year Workmanship Warranty

Choose this package ↓



$1,162 per month

◉ **no southside fence**

6'H Commercial Black Vinyl Coated Chain-Link

☐ Black

Features & Benefits

- Superior Chain Link Specification
- Includes Top Rail & Tension Wire
- Commercial Grade Framework

Specifications

- **Post:** 2" // 2-1/2"
- **Rail:** 1-5/8" x 21'
- **Picket:** 9 ga.

Warranty

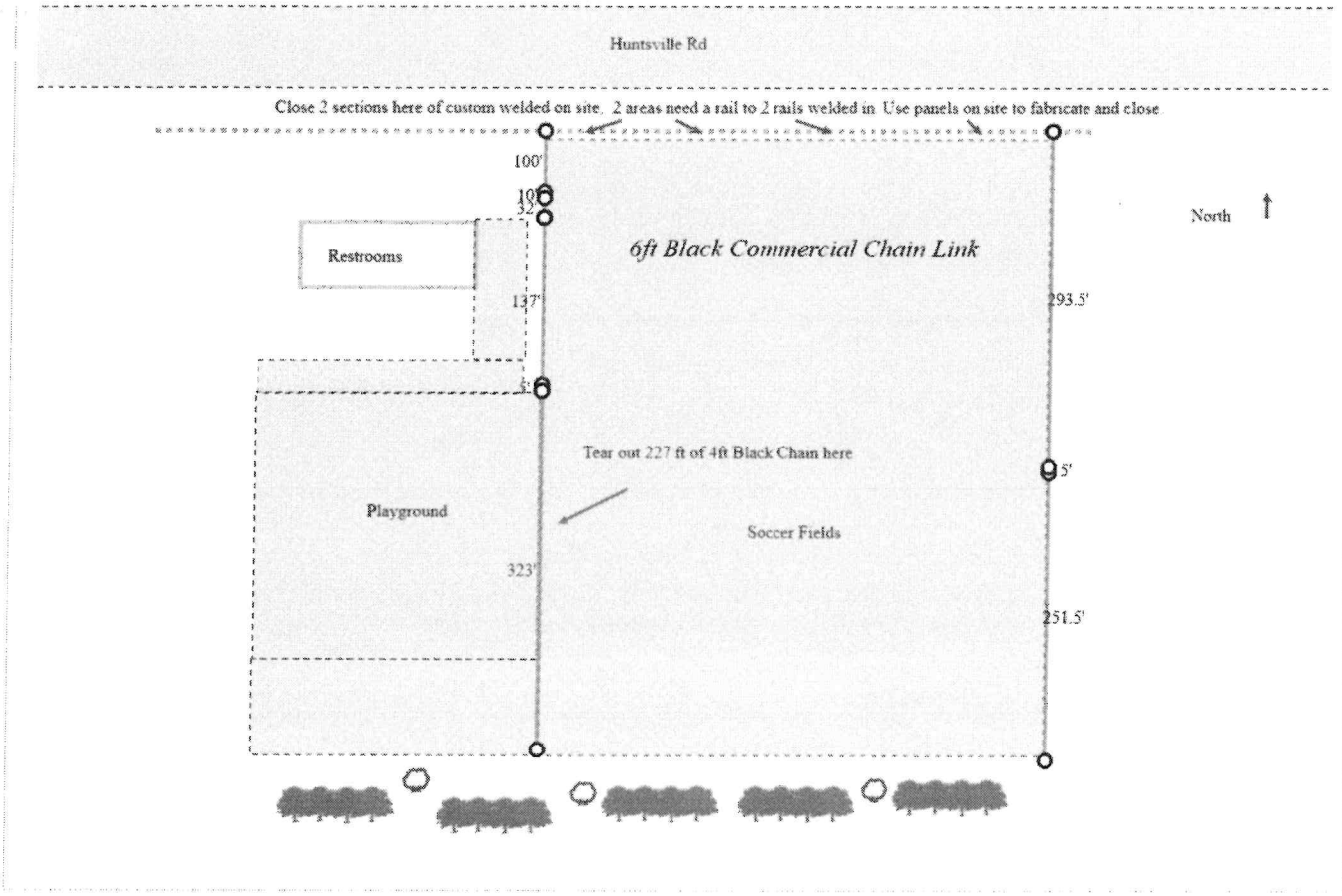
- 15-year Limited Warranty
- 3 Year Workmanship Warranty

Choose this package ↓

The image shown is a representation of the style of the fence, and not meant to be a specification of the height, color, or grade.

no southside fence - 1137 LF

6'H Commercial Black Vinyl Coated Chain-Link



FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE BASED ON THE FIELD MEASUREMENTS.
FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FOOTAGE USED, AS SET FORTH IN THE TERMS AND CONDITIONS.

Included in the job

(2) 5ft SS Standard Gate, Standard Latch. (1) 10ft DD Standard Gate, Standard Latch

Job Notes

No returns for special order products

"ABOVE AND BEYOND"

This company was a pleasure to deal with from the time we started our project you could tell that customer service was very important to them. This showed in the way they explained the project to making sure that every deadline was met. I would deal with the company again because they showed great integrity in business.

☆☆☆☆☆

Judith Volger



Today's Price: **no southside fence** **$45,714.52**

Choose your payment method

Pay with ACH/E-Check $45,714.52

Pay with Credit Card $45,714.52

Pay with Financing $45,714.52

Contact Sales